

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**October 15, 2019**



**Location:**

**Wabash Valley College  
2200 College Drive  
Mt. Carmel, Illinois 62863**

**Dinner – 6:00 p.m. – Red Café Cafeteria  
Meeting – 7:00 p.m. – Science Building Room 61**

*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**

**October 15, 2019**

**7:00 p.m.**

**Wabash Valley College**

1. Call to Order & Roll Call.....Chairman Fischer
2. Disposition of Minutes..... Interim CEO Holt
3. Recognition of Visitors and Guests ..... Holt
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval)..... Holt
  - A. None
7. Policy Second Reading ..... Holt
  - A. None
8. Staff Recommendations for Approval
  - A. Articulation Agreement with Franklin University ..... Martin
  - B. Financial Aid Loan Default Policy..... Martin
  - C. Annual Financial Report ..... Hawkins
  - D. Solar Array - LTC ..... Hawkins
  - E. Capital Development Board Project 810-044-015 ..... Hawkins
  - F. FY2019 Audit..... Hawkins
  - G. Resolution Establishing Tax Levy Hearing ..... Hawkins
  - H. 2019 Estimated Tax Levy Resolution ..... Hawkins
  - I. Transfer of Property ..... Holt
  - J. Memorandum of Understanding with WADI Head Start ..... Holt
  - K. Athletic Training Contract with Wabash General Hospital – WVC ..... Holt
  - L. Affiliation Agreement with Market Street Medical – Medical Office Careers..... Holt
9. Bid Committee Report ..... Holt
  - A. Gymnasium Video Board - WVC

- 10. District Finance
  - A. Financial Report..... Hawkins
  - B. Approval of Financial Obligations..... Hawkins
- 11. Chief Executive Officer’s Report ..... Holt
- 12. Executive Session ..... Holt
- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes ..... Holt
  - B. Audio Executive Session Minutes..... Holt
- 14. Approval of Personnel Report ..... Holt
- 15. Collective Bargaining..... Holt
- 16. Litigation..... Holt
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – 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 in Science Building Room 61, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, October 15, 2019.

**AGENDA #1 – “Call to Order & Roll Call”** – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

**Roll Call:** The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane. Also present was Corey Hall, student trustee. Trustees absent: Jan Ridgely. Trustee Jan Ridgely joined the meeting at 7:16 p.m. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(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.)

Also present at this meeting, in addition to trustees:

Marilyn Holt, Interim Chief Executive Officer.  
Jay Edgren, President of Frontier Community College.  
Matt Fowler, President of Wabash Valley College.  
Ryan Gower, President of Lincoln Trail College.  
Rodney Ranes, President of Olney Central College.  
Ryan Hawkins, Chief Financial Officer/Treasurer.  
Alex Cline, Director of Information & Communications Technology.  
Holly Martin, Chief Academic Officer.  
Tara Buerster, Director of Human Resources.  
Renee Smith, Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held September 17, 2019 were presented for disposition.

**Board Action to Approve Minutes:** Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**AGENDA #3 – “Recognition of Visitors & Guests”** –

**#3-A. Visitors & Guests:** Visitors and guests present were recognized, including staff members.

**#3-B. IECEA Representative:** None.

**AGENDA #4 – “Public Comment”** – None.

**AGENDA #5 – “Reports”** –

**#5-A. Report from Trustees:** Trustee Brenda Culver reported that a recent open house held at WRC was well received by those in attendance. Trustee Gary Carter reported that he participated in a utility project completed recently in the Fairfield area. He was pleased to learn that there were six workers, among those assisting with the project, who were graduates from various IECC programs.

**#5-B. Report from Presidents:** Electronic reports were presented from each of the colleges.

**#5-C. Report from Cabinet:** None.

**AGENDA #6 – “Policy First Reading (and Possible Approval)”** – None.

**AGENDA #7– “Policy Second Readings”** – None.

**AGENDA #8 – “Staff Recommendations for Approval”** – The following staff recommendations were presented for approval.

**#8-A. Articulation Agreement with Franklin University:** Franklin University has proposed the renewal of the current articulation agreement with Franklin University. This agreement would guarantee acceptance of IECC graduates with an Associate in Arts, Associate in Science, or Associate of Applied Science degree. Transfer student from IECC, upon acceptance would have junior standing at Franklin University. The CEO recommended approval of the agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the renewal of the articulation agreement with Franklin University as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Financial Aid Loan Default Policy:** The current catalog policy prevents registration for students in loan default. The revised policy will benefit students and the District. The following revised policy was recommended:

**Students in Loan Default**

~~Students who have planning to enroll at IECC in a defaulted status on a student loan will not be allowed-permitted to register for classes at IECC colleges- use FAFSA-related assistance or veteran’s education benefits. Any student who has fulfilled repayment requirements must provide documentation-~~ Students can locate information about the defaulted loan and its servicer at [nslds.ed.gov](http://nslds.ed.gov). IECC recommends that students contact their servicer immediately to begin rehabilitating the loan. For assistance, see the Financial Aid Office.

**Board Action:** Trustee James Lane made a motion to approve the revised catalog policy on Financial Aid Loan Default. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew

Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

Trustee Jan Ridgely joined the meeting at 7:16 p.m.

**#8-C. Annual Financial Report:** Pursuant to Section 3.22.2 of the Public Community College Act, each district is required to annually publish a financial report prior to November 15, in a newspaper of general circulation in the district. A copy of this publication must be filed with the Illinois Community College Board by December 1. The CEO recommended approval of the following Annual Financial Report so that it may be published locally and filed with ICCB.

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529**

**ANNUAL FINANCIAL REPORT  
For the Fiscal Year Ended June 30, 2019**

Community College District No. 529 Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, State of Illinois

Total District Assessed Valuation: \$ 1,582,255,359  
Total District Bonded Debt: \$ 4,855,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,768,946	0.00175
Operations and Maintenance Fund	\$ 1,186,693	0.00075
Bond and Interest Fund	\$ 2,135,244	0.00135
Liability, Protection, and Settlement Fund	\$ 784,999	0.00049
Audit Fund	\$ 79,114	0.00005

**STATEMENT OF REVENUE AND EXPENDITURES  
For the Fiscal Year Ended 2019**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations &amp; Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	\$ 3,171,401	\$ 1,359,177	\$ 2,137,294	\$ 838,112
State Government	12,182,110	1,313	-	21,437
Federal Government	-	-	-	-
Student Tuition and Fees	12,504,568	1,426,230	-	-
Other Sources	<u>443,251</u>	<u>206,419</u>	<u>11,843</u>	<u>32,476</u>
<b>TOTAL REVENUE</b>	<u>28,301,330</u>	<u>2,993,139</u>	<u>2,149,137</u>	<u>892,025</u>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	12,029,795	-	-	-
Academic Support	478,659	-	-	-
Student Services	1,731,231	-	-	-
Public Services	14,051	-	-	-
Auxiliary Enterprises	65	-	-	-
Operation and Maintenance of Plant	58,849	2,940,937	-	145,187
Institutional Support	6,004,589	31,266	2,143,638	1,075,947
Scholarships, Student Grants, and Waivers	<u>6,579,641</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL EXPENDITURES</b>	<u>26,896,880</u>	<u>2,972,203</u>	<u>2,143,638</u>	<u>1,221,134</u>
OTHER FINANCING USES: Operating Transfers-In / (Out)	<u>(1,464,202)</u>	<u>5,000</u>	<u>-</u>	<u>300,000</u>
Excess (or Deficiency) of Revenue over Expenditures and Other Financing Uses	<u>(59,752)</u>	<u>25,936</u>	<u>5,499</u>	<u>(29,109)</u>
FUND BALANCE (Deficit), July 1, 2018	<u>8,540,926</u>	<u>2,908,167</u>	<u>402,121</u>	<u>1,449,706</u>
FUND BALANCE (Deficit), June 30, 2019	<u>\$ 8,481,174</u>	<u>\$ 2,934,103</u>	<u>\$ 407,620</u>	<u>\$ 1,420,597</u>

Illinois Eastern Community Colleges offers a wide variety of educational opportunities.

Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College offer degrees in Associate in Arts, Associate in Science, Associate in Science and Arts, Associate in General Studies, Associate Degree Nursing, Certificate in General Studies and Certificates in (9) nine Vocational Skills areas and GECC Credential.

In addition, Frontier Community College offers (21) twenty-one Certificates in Career and Technical Education and (10) ten Associate in Applied Science degrees. Frontier delivers the above offerings to (5) five of the Counties of Illinois Eastern Community College District No. 529.

Lincoln Trail College offers (20) twenty Certificates in Career and Technical Education and (9) nine Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (28) twenty-eight Certificates in Career and Technical Education and (13) thirteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (34) thirty-four Certificates in Career and Technical Education and (18) eighteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 26,231	Full-time Equivalent: 3,701
Staff Data: Full-time 275	Part-time: 758

All accounts of said Illinois Eastern Community College District No. 529 were audited by Clifton Larson Allen, LLP, Certified Public Accountants, for the fiscal year July 1, 2018 through June 30, 2019.

Dated at Olney, Illinois, this 15th day of October 2019.

Chairman, Board of Trustees: \_\_\_\_\_  
G. Andrew Fischer

Secretary, Board of Trustees: \_\_\_\_\_  
Renee Smith

Treasurer, Board of Trustees: \_\_\_\_\_  
Ryan Hawkins

It is the policy of the Board of Trustees of Illinois Eastern Community Colleges not to discriminate on the basis of race, color, religion, sex, age, disability, or national origin. Illinois Eastern Community Colleges operates pursuant to all applicable laws relating to the Americans with Disabilities Act, PL 101-336. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL



Paul Bruinsma, Frontier Community College, Fairfield, IL  
Brent Todd, Lincoln Trail College, Robinson, IL  
Andrea Pampe, Olney Central College, Olney, IL  
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

**Board Action:** Trustee Brenda Culver made a motion to approve the Annual Financial Report for the Fiscal Year ended June 30, 2019. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Solar Array – LTC:** Mr. Hawkins and Dr. Gower reviewed information covered by a project management agreement for construction of a solar array at Lincoln Trail College. The structure is projected to include approximately 2,100 panels capable of producing 45% of the current power consumption of the college. The CEO recommended approval of the solar array project management agreement as presented in full in the agenda.

**Board Action:** Trustee John Brooks made a motion to approve the project management agreement for construction of a solar array at LTC as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Capital Development Board Project 810-044-015:** IECC received notice from the Illinois Capital Development Board (CDB) that a release of funds had been authorized to the District. The total received will be \$225,000 and will be applied towards installing a transformer above ground at Wabash Valley College. The CDB has requested IECC complete a Trust Agreement for the local share of this project. The CEO recommended approval of the following Trust Agreement with First National Bank in Olney and authorization of the local funding for this project.

#### **TRUST AGREEMENT**

This Agreement is made and entered into by and between Illinois Eastern Community Colleges - Wabash Valley College whose address is 2200 College Drive, Mt. Carmel, IL 62863-2699 hereinafter called the Using Educational Agency, and a First National Bank in Olney whose address is 101 E Main Street, Olney, IL 62450 hereinafter called Bank.

#### **WITNESSETH**

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-044-015)*, in the amount of seventy-five thousand dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling seventy-five thousand dollars (\$75,000).
2. That the funds so deposited with the Bank shall be described as the “contribution” and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: “The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund”.
7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.
8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A “safekeeping receipt” for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.

10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

**Board Action:** Trustee Gary Carter made a motion to approve the Trust Agreement with First National Bank in Olney to authorize the local funding for the Capital Development Board Project 810-044-015. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. FY2019 Audit:** CFO Ryan Hawkins reviewed the annual financial audit for fiscal year 2019, with comments by Trustees John Brooks and Jan Ridgely as members of the Audit Committee. The CEO recommended adoption of the following resolution to accept the audit and authorize the staff to forward the audit to the Illinois Community College Board.

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

By order of the Board of Trustees.

**Board Action:** Trustee John Brooks made a motion to adopt the foregoing resolution to approve the FY2019 annual financial audit as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Resolution Establishing Tax Levy Hearing:** The Board annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2020 – June 30, 2021.
- 2) Require the publication of a public notice of a hearing on the tax levy.
- 3) Require a hearing on November 19, 2019.
- 4) Notify the public that a tax levy would be adopted by the Board on November 19, 2019.

The CEO recommended approval of the following resolution:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2019 for taxes due and collectible in 2020:

1. Date of Fiscal Year: July 1, 2020 - June 30, 2021.
2. Publication of Notice of Public Hearing on Tax Levy: After November 5, 2019 and before November 12, 2019.
3. Public Hearing on Tax Levy: November 19, 2019, at the hour of 7:00 p.m. local time, Frontier Community College, Fairfield, Illinois.
4. Adoption of Tax Levy: November 19, 2019, following the Public Hearing.

**Board Action:** Trustee Al Henager made a motion to approve the Resolution Establishing Tax Levy Hearing as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. 2019 Estimated Tax Levy Resolution:** Mr. Hawkins reviewed the District's estimated tax levy for the year. Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2019 estimated tax levy resolution for taxes due and collectible in 2020 was recommended as follows:

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance. The 2018 estimated tax levy resolution for taxes due and collectible in 2019 establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance. The CEO recommended approval of the following Estimated Tax Levy Resolution.

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2018 was:

Education Purposes	\$2,768,947
Operations and Maintenance Purposes	1,186,692
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	785,000
Audit	<u>79,113</u>
Total	\$4,819,752

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2019 is as follows:

Education Purposes	\$2,925,000
Operations and Maintenance Purposes	1,270,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	790,000
Audit	<u>82,000</u>
Total	\$5,067,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2018 was \$2,160,925; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2019 is \$2,188,350.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

**Section 1:** The aggregate amount of taxes estimated to be levied for the year 2019, exclusive of bond and interest costs, is \$5,067,000.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2019, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2018.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2019 for debt service is a 1.3% increase over the taxes extended for debt service for 2018.

**Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

Marshall Advocate, Clark County  
Clay County Advocate-Press, Clay County  
Robinson Daily News, Crawford County  
Toledo Democrat, Cumberland County  
The Prairie Post, Edwards County  
McLeansboro Gazette, Hamilton County  
Newton Press-Mentor, Jasper County  
Lawrenceville Daily Record, Lawrence County  
Olney Daily Mail, Richland County  
Mt. Carmel Register, Wabash County  
Wayne County Press, Wayne County  
Carmi Times, White County/Hamilton County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2019 will be held on November 19, 2019, at 7:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

- II. The corporate and special purpose property taxes extended or abated for the year 2018 were \$4,819,752.

The proposed corporate and special purpose property taxes to be levied for 2019 are \$5,067,000. This represents a 5.1% increase over the previous year extension.

- III. The property taxes extended for debt service for 2018 were \$2,160,925.

The estimated property taxes to be levied for debt service and public building commission leases for 2019 are \$2,188,350. This represents a 1.3% increase over the previous year.

- IV. The total property taxes extended or abated for 2018 were \$6,980,677.

The estimated total property taxes to be levied for 2019 are \$7,255,350. This represents a 3.9% increase over the previous year extension.

**Section 5:** This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 15th day of October 2019.

BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY COLLEGES  
COUNTIES OF RICHLAND, CLARK, CLAY,  
CRAWFORD, CUMBERLAND, EDWARDS,  
HAMILTON, JASPER, LAWRENCE, WABASH,  
WAYNE AND WHITE  
STATE OF ILLINOIS

By: \_\_\_\_\_  
Chairman

ATTEST:  
\_\_\_\_\_  
Secretary

**Board Action:** Trustee James Lane made a motion to approve the 2019 Estimated Tax Levy Resolution as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. Transfer of Property:** TrustBank has requested to purchase property owned by the District and located near Olney Central College. This property, combined with an additional purchase of property from another party, would allow TrustBank to build a banking facility. The CEO recommended approval of the sale and transfer of the property fully described in the following offer to purchase.

**REAL ESTATE PURCHASE AGREEMENT  
IECC**

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into by and between The Illinois Eastern Community College District No. 529, (the "Seller"), and TrustBank, a corporation (the "Buyer").

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **SALE AGREEMENT; PROPERTY.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms hereinafter stated, the following described real estate:

A parcel of land containing .18 acres, more or less, generally described as all that land which is bordered on the West and South sides by Lot Three (3) in Parkside Plaza Subdivision to the City of Olney, and having a common North boundary line with said Lot Three (3), extending Easterly along the North line beginning at the Northeast Corner of Lot Three (3), to the IL Route 130 right of way, being a parcel of land that is approximately 105 feet East/West, and approximately 77 feet North/South, generally located Northeast of Lot Three (3) of Parkside Plaza Subdivision, as shown on the attached map. PIN: 06-33-401-140 (part)

(Complete legal description will be that as determined by a survey and title insurance commitment)

together with all improvements and fixtures located thereon, if any, and all rights, easements, and other interests appurtenant thereto (collectively, the "Property"), subject only to the Permitted Exceptions as defined herein. A preliminary general depiction of the Property is attached hereto as Exhibit A.

1.1 **CONTINGENCY:** In addition to other provisions set forth below related to inspections, providing merchantable title, etc., is further understood and agreed that Buyer's agreement to purchase this property is contingent upon:

A. Buyer's Board of Directors approving this transaction.

B. Buyer successfully acquiring the adjoining property from Eric and Karen Seals that is generally described as a Part of Lot Three (3) in Parkside Plaza Subdivision which lies adjacent to the property hereinabove described.



In the event Buyer is unable to obtain Board approval, or acquire the adjoining property, any earnest money shall be returned to Buyer.

2. PURCHASE PRICE. (The final purchase price to be paid by Buyer to Seller will be finally determined prior to closing by a Survey which specifies the total square footage of the property being convey, multiplied by \$4.50 per square foot).

For purposes of this Agreement, the initial purchase price is based on Eight Thousand Eighty Five Square Feet (8,085 sq.ft.) and is Thirty Six Thousand Three Hundred Eight Two Dollars (\$36,382.00), which amount shall be adjusted based on the actual square footage as established by the Survey, and shall be paid as follows:

2.1 Earnest Money. Upon Seller's execution of this Agreement, Buyer shall deposit \$5,000.00 in current U.S. funds with Richland County Abstract Company, 130 E. Market St., Olney, IL 62450, as Escrow Agent, to be applied against the Purchase Price at Closing (as defined below) or otherwise disposed of pursuant to the terms of this Agreement.

2.2 Cash Payment. At Closing, Buyer shall pay to Seller the balance of the Purchase Price, subject to adjustment as hereinafter provided.

### 3. ESCROW OF EARNEST MONEY.

The Escrow Agent shall deliver the Earnest Money to the Closing Agent at closing, for application to the sales proceeds, unless Buyer elects to terminate this Agreement pursuant to the provisions herein contained.

In the event Seller shall default in the terms hereof, Buyer may provide the Escrow Agent a written notice requesting the earnest money be returned to Buyer. In the event Buyer shall default in the terms hereof, Seller may provide the Escrow Agent a written notice requesting the earnest money be forfeited to Seller. The Escrow Agent shall send a copy of any such request to the other party within two business days. Unless the defaulting party shall notify the Escrow Agent, in writing, of an objection thereto within five (5) business days of receipt of the written notice of default, the Escrow Agent shall be authorized to remit the funds to the non-defaulting party. In the event of litigation between Seller and Buyer, the Escrow Agent shall deliver the Earnest Money to the clerk of the court in which said litigation is pending.

3.1 Limitation of Liability of Escrow Agent. The Escrow Agent may act upon any instrument or other writing it reasonably believes to be genuine and signed and presented under proper authority, and shall not be held liable in connection with any such action, except in the case of the Escrow Agent's willful default or gross negligence. Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless from all loss, liabilities, cost and expenses arising from its compliance with this Section 3, including, without limitation, reasonable attorneys' fees and court costs.

### 4. TITLE AND SURVEY REVIEW.

4.1 Title Commitment. As soon after the Effective Date as reasonably possible, Buyer shall obtain a commitment for issuance of an ALTA owner's title insurance policy, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Commitment")

4.2 Legible copies of all recorded documents constituting exceptions under the Commitment (collectively, the "Exception Documents").

4.3 Survey. Buyer shall, at its own cost will obtain a new survey for the property (the "Survey").

4.4 Title Objections; Cure Period. After Buyer's receipt of the last of the Commitment and Exception Documents, Buyer shall give written notice to Seller of any matters contained therein to which Buyer objects, has comments or wants additional information on and any pre-Closing requirements (the "Title Objection Letter"). Seller shall have until Closing to cure objections set forth in the Title Objection Letter and shall exercise reasonable efforts in doing so; provided that, in any event, Seller shall be obligated, at Closing, to (i) remove exceptions relating to monetary or other liens which may be removed upon the payment of money, (ii) satisfy Seller's requirements under the Commitment, and (iii) provide the deliverables set forth in Section 8 below). If an objection is not timely cured or requirement timely satisfied, in addition to any other remedies available hereunder, Buyer shall have the option to either (a) waive the same, or (b) terminate this Agreement and receive a refund of the Earnest Money (along with any interest earned thereon), in which event both parties will be relieved of any further liability hereunder (except as otherwise expressly provided herein).

## 5. DUE DILIGENCE; BUYER'S INSPECTION PERIOD.

5.1 Seller's Due Diligence Deliveries. Within 10 days after the Effective Date, Seller shall deliver to Buyer all plans, engineering or environmental reports, surveys and records, in Seller's possession or control, which relate to the ownership, development, operation or condition of the Property or any part thereof. Upon termination of this Agreement other than through Closing, Buyer shall promptly return the same to Seller.

5.2 Inspection. Seller agrees that Buyer, its representatives and agents, will be permitted a period of forty five (45) days, from the date of execution of this agreement by both Buyer and Seller, within which to enter upon and inspect the Property and to conduct, at Buyer's expense, any and all feasibility, environmental, soil samples, or other studies, analyses or examinations of the Property as Buyer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and/or Buyer's development thereof. Upon notice to Seller, Buyer shall have the option to extend the Inspection Period for an additional 45-day period.

If during the Inspection Period, Buyer, in its sole and absolute discretion, determines that the Property is unsatisfactory in any respect, Buyer shall have the option to terminate this Agreement by written notice to Seller. In such event, Buyer shall repair any material damage to the Property caused by Buyer in the exercise of its rights under this Section 5 and the Earnest Money, along with any interest earned thereon, shall immediately be returned to Buyer and both parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein). Buyer agrees to indemnify and hold Seller harmless from all claims or costs arising or resulting from Buyer's inspections pursuant to this Section 5. This obligation shall survive any termination of this Agreement.

6. SELLER'S WARRANTIES. Seller represents and warrants the following as of the Effective Date and the Closing:

6.1 Authority of Seller. Upon full execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.

6.2 No Violations/Conflicts. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of (i) any bond, debenture, note or other evidence of indebtedness, or (ii) any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which Seller is a party or by which Seller or the Property is bound; or (b) result in any violation of any governmental requirement, ordinance, regulation, law or statute.

6.3 Eminent Domain. To the best of Seller's knowledge, there are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect the Property.

6.4 Litigation. There are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against Seller or the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation or other proceeding.

6.5 Taxes and Assessments. Except in regard to ad valorem taxes which are not yet delinquent, no claim or liability is pending or has been assessed or asserted against Seller or the Property in connection with any ad valorem taxes, special assessments or other impositions, including without limitation personal property taxes.

6.6 No Agreements or Commitments. Except as disclosed in writing to Buyer prior to the Effective Date, Seller has not entered into (i) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Buyer, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (ii) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through Closing, Seller will not enter into any such agreement or arrangement or any service agreement affecting the Property or any part thereof, without Buyer's prior written approval.

6.7 Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property, or any part thereof, and to the best of Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property, or any part thereof.

6.8 Independent Parcel. To Seller's knowledge, the Property is an independent parcel which does not rely on any drainage, sewer, access, structural or other facilities located on any property other than the Property to: (i) fulfill any zoning, building code or other municipal or governmental requirement, (ii) furnish the Property any utilities, or (iii) fulfill the requirements of any agreement affecting the Property.

6.9 Environmental. To the best of Seller's knowledge:

(i) No Hazardous Materials (as defined herein) are now located on, under or at the Property, and neither Seller nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property.

(ii) No part of the Property contains any asbestos or asbestos containing materials, any polychlorinated biphenyls ("PCBs"), or any underground storage tanks ("USTs"), or has ever been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Materials.

(iii) No property adjoining the Property is being used, or has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials nor is any other property adjoining the Property affected by Hazardous Materials contamination.

(iv) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials contamination is proposed, threatened, anticipated or in existence with respect to the Property.

As used herein, "Hazardous Materials" means those elements or compounds, including, but not limited to asbestos, petroleum products and PCBs, which are now or at any time hereafter contained in the list of hazardous substances adopted by the Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, flammable, infectious or radioactive by any of the Environmental Laws. "Environmental Laws" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders, or decrees now or hereinafter promulgated relating to (a) pollution; (b) protection of human health, natural resources or the environment; (c) the treatment, storage or disposal of Hazardous Materials; or (d) the emission, discharge, release, or threatened release of Hazardous Materials into the environment.

6.10 Wetlands. No part of the Property is wetlands property.

The foregoing representations and warranties will survive the Closing, will not be merged into the documents executed at or in conjunction with the Closing, and will not be affected by an investigation, verification or approval by a party.

7. TIME AND PLACE OF CLOSING. Subject to the Contingencies identified in Section 1.1 above, Section 5 and Section 15, the consummation of the transaction contemplated by this Agreement (the "Closing") shall take place on a date mutually agreed to between the parties, but no later than January 10, 2020, subject to the reasonable approval of Seller. The parties intend that this transaction shall close at or about the same time as Buyer's purchase of adjoining land from Eric and Karen Seals. The Closing will take place at the offices of Richland County Abstract Company, Olney, IL, or at such other place as may be agreed to by Buyer and Seller.

8. SELLER'S DELIVERIES AT CLOSING. At Closing, Seller shall deliver to Buyer or the Title Company, as applicable, the following:

8.1 Deed. A duly-executed and acknowledged original General Warranty Deed conveying to Buyer marketable fee simple title to all of the Property (the "Deed") free of all liens and encumbrances and defects in title other than those acceptable to Buyer under Section 4.4 above (the "Permitted Exceptions").

8.2 Lien and Possession Affidavit(s). An Affidavit or Affidavits executed by Seller, to the effect that (i) the Property is free from claims for mechanics', materialmen's and laborers' liens and (ii) there are no parties in possession of the Property or any part thereof, with such Affidavit(s) to be in form acceptable to the Title Company and sufficient to permit deletion of the pertinent standard exceptions.

8.3 FIRPTA. An affidavit executed by Seller, in the form required by law, that Seller is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), Section 1445 of the Internal Revenue Code, as amended from time to time.

8.4 Possession. Possession of the Property.

8.5 Closing Statement. The closing statement, prepared by the Title Company, reflecting the financial terms of the transaction contemplated by this Agreement (the "Closing Statement"), executed by Seller.

8.6 Further Instruments. Any and all further instruments which Buyer or the Title Company shall reasonably request of Seller in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

9. BUYER'S DELIVERIES AT CLOSING. At Closing, Buyer shall deliver to Seller (i) the remainder of the Purchase Price, subject to proration and adjustment, as provided herein; (ii) the Closing Statement, executed by Buyer; and (iii) any and all further instruments which Seller or the Title Company shall reasonably request of Buyer in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

10. CLOSING COSTS. The Closing costs of this transaction will be allocated as follows:

Seller: Title Insurance Commitment and search  
Curative work/recording fees to clear title, if any  
Seller's Attorney fees  
Prorated real estate taxes based upon the latest available tax assessment and rate information.  
Revenue Stamps  
One half of closing or escrow charges

Buyer: Title Insurance expense for mortgagee policy, if any.  
Survey expense  
Buyer's attorney fees  
Recording of deed  
One half of closing or escrow charges

11. BROKERAGE. Buyer and Seller each agree to indemnify, defend and hold harmless the other party from and against any and all liabilities and claims for commissions and fees by persons purporting to have acted on the indemnifying party's behalf in regard to the Agreement. The obligations of this Section 11 shall survive the Closing.

12. DEFAULT AND REMEDIES.

12.1 Buyer's Default - Seller's Remedy. If Buyer defaults in its performance hereunder (except as excused by Seller's default) and fails to cure such default within 10 days after receipt of written demand therefore from Seller, then Seller shall have the exclusive option to either (i) waive the default, or (ii) terminate this Agreement by written notice to Buyer and upon such termination Seller shall be entitled to receive the Earnest Money (along with any interest earned thereon) as liquidated damages and not as a penalty, it being specifically agreed that the actual damages to Seller as a result of Buyer's default would be difficult or impossible to ascertain. Upon such termination and receipt of the Earnest Money, the parties will be discharged from any further obligations and liabilities hereunder (except as otherwise expressly provided herein).

12.2 Seller's Default - Buyer's Remedy. If Seller defaults in its performance hereunder (except as excused by Buyer's default) and fails to cure such default within 10 days after receipt of written demand

therefore from Buyer, or in the event any of Seller's representations or warranties are found to be false in any material respect, Buyer shall have the option to (i) seek specific performance, (ii) waive such default, or (iii) terminate this Agreement by written notice to Seller and upon such termination the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and Buyer may, if it so elects, pursue against Seller any and all available remedies, including but not limited to damages in an amount not to exceed Buyer's Cost (as defined herein). For purposes of this Section 12.2, "Buyer's Cost" shall mean expenses, if any, actually incurred by Buyer in (a) obtaining the Commitment and Survey, including any attendant expenses for related municipal or other searches; (b) exercising its rights under Section 5 above in regard to Buyer's due diligence and inspection of the Property, including without limitation, the cost of any environmental studies or assessments, engineering reports, site development plans, traffic studies, or other investigations or testing; and (c) utilizing third-parties in relation to the negotiation of this Agreement and/or under Section 4 or Section 5, including without limitation, engineers, consultants and attorneys.

13. INDEMNITY. Seller agrees to defend, indemnify and to hold Buyer harmless from any claim, action, demand, judgment, cost and expense (including without limitation, reasonable attorneys' fees) (i) arising or resulting from Seller's breach of any term, agreement, representation, warranty, or covenant in this Agreement, or (ii) related to the Property, to the extent arising or relating to an event occurring prior to the date of Closing, no matter when the same is instituted (i.e. prior to or after the date of Closing), whether in tort or contract, and whether the same be filed in court or not. The foregoing indemnification obligation is in addition to any other indemnity obligations under this Agreement and shall survive the Closing or earlier termination of this Agreement.

14. CASUALTY LOSS; EMINENT DOMAIN. All risk of loss by fire or other casualty in relation to the Property will be on Seller up to and including the date of Closing. If eminent domain proceedings are commenced with respect to any part of the Property prior to the date of Closing, or if Buyer is advised by any authority having eminent domain powers that a condemnation of any part of the Property is contemplated, then Buyer, at its option, may (i) terminate this Agreement, in which event the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and the parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein); or (ii) continue this Agreement in force, in which event any condemnation proceeds received by Seller shall be immediately paid over to Buyer (or escrowed with the Title Company for the account of Buyer, if prior to Closing), which obligation of Seller will survive the Closing.

15. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE. Each of Buyer and Seller acknowledge and agree that (i) the nature of Buyer's intended development of the Property requires the satisfaction of substantial due diligence including, without limitation, receipt of multiple permits, authorizations, and the like from governmental authorities, the timing of which is not wholly within Buyer's control; (ii) while the time periods in this Agreement are intended to be sufficient, the date of the Closing may need to be postponed as necessary to allow the conditions below to be satisfied, provided Buyer is acting in good faith and with due diligence in pursuing the same; and (iii) the foregoing is a material consideration for Buyer to consummate the transaction contemplated by this Agreement. In addition, the obligation of Buyer to close under this Agreement is subject to the following:

15.1 Title. Prior to Closing, Buyer shall have received and approved of a pro forma title policy, indicating the Title Company's agreement to issue, in due course, an ALTA owner's policy of title insurance including extended coverage, in form materially consistent with Buyer's title objection letter and including any endorsements thereto reasonably requested by Buyer (the "Title Policy").

15.2 Performance of Obligations. Seller shall have (i) executed and delivered to Buyer or the Title Company all of the documents required to be delivered by Seller at Closing, (ii) taken all other action required of Seller at the Closing, and (iii) performed or observed all of the obligations and covenants of and required by Seller pursuant to this Agreement prior to or as of the Closing.

15.3 Permits and Approvals. Buyer shall have received all permits, consents, and approvals from all governmental authorities having jurisdiction which may be necessary or desirable for Buyer's intended development of the Property.

15.4 Removal of Items. Seller shall have removed all personal items (except for those that constitute part of the Property), if any, from the real property constituting a part of the Property. In addition, (i) Buyer shall have no duty, liability or obligation to Seller or any third party with regard to any personal items not so removed by Seller; (ii) Buyer shall be entitled to dispose of any such property in any manner permitted by applicable law; and (iii) Seller shall defend, indemnify and hold Buyer harmless from and against any claim, liability, damage or expense related thereto, which indemnity will survive the Closing. The foregoing rights and obligations of this Section shall survive the Closing.

If any condition precedent is not timely satisfied, Buyer shall have the right, at its option, to (i) terminate this Agreement by written notice to Seller, in which event, the Earnest Money (along with any interest earned thereon) shall be immediately returned to Buyer and both parties shall be relieved of all obligations hereunder (except as otherwise expressly provided herein), or (ii) extend the Closing as necessary to allow such condition(s) to be satisfied, provided Buyer is acting in good faith and with due diligence in pursuing the same.

16. NOTICE. All notices or other communication hereunder must be in writing (except where expressly permitted otherwise) and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid; (ii) nationally recognized overnight courier service; or (iii) electronic transmission (e-mail or facsimile), addressed as follows (unless written notice of change thereof is provided):

To Seller: Illinois Eastern Community College District #529  
Attn: Marilyn Holt, CEO  
233 E. Chestnut St.  
Olney, IL 62450

To Buyer: TrustBank  
Attn: Dan Eichelberger, President  
600 E. Main St.  
Olney, IL 62450

with a copy to: Ray W. Vaughn, attorney  
108 E. Main St.  
Olney, IL 62450  
618 392-0000  
vaughnlaw308@gmail.com

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by electronic transmittal, the day of transmission, provided that the transmission is completed no later than 5:00 p.m. CT on a business day and an original of the notice is simultaneously sent via overnight courier or U.S.

Mail. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

17. CONFIDENTIALITY; NON-DISCLOSURE. Buyer and Seller hereby agree that all aspects of the transaction contemplated by this Agreement shall be kept strictly confidential and acknowledge that disclosure of the fact that the parties have entered into this Agreement or of any of the terms hereof could cause irreparable harm to Buyer. Except as may be required by law or as may be necessary to evaluate the Property in connection with the purchase contemplated by this Agreement, Buyer and Seller shall not divulge any information to other persons or entities, including, without limitation, appraisers, real estate brokers, competitors of the parties, or any other prospective purchasers; provided, however, that the foregoing shall not preclude Buyer from disclosing information to its employees, agents and professional advisors, or Seller from disclosing information to individuals upon prior written consent of Buyer, so long as such individuals acknowledge the confidential nature of the information disclosed to them and agree to be bound by the terms and conditions of this Section. Furthermore, Buyer and Seller, hereby agree that neither will release, or cause or permit to be released, any press notices, publicity (oral or written), or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated hereby, without first obtaining the written consent of the other party hereto.

18. OWNER'S AUTHORIZATION. Seller acknowledges that in connection with Buyer's inspection and feasibility studies with regard to Buyer's intended development of the Property, Buyer may be required to submit certain applications, permit requests, or other documents with governmental authorities or agencies having jurisdiction over the Property. Accordingly, Seller shall cooperate with Buyer, at Buyer's sole expense, in connection with any such applications, permit requests, or the like, within five (5) days following a request from Buyer therefor.

19. MISCELLANEOUS. Time is of the essence in this Agreement. This Agreement embodies the entire understanding with respect to the subject matter hereof, may not be modified except by a written instrument signed by the parties and shall be binding upon and inure to the parties, their respective successors and assigns. The parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors (or had the opportunity to have its own counsel and advisors) and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Buyer's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of (i) this Agreement, (ii) any exhibits to this Agreement, or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement. If any provisions of this Agreement is held to be void or unenforceable, such provision will be deemed modified so as to conform as nearly as possible to the void or unenforceable provision while still remaining valid and enforceable, and the remaining terms of this Agreement shall not be affected. This Agreement may be executed by facsimile, electronic or original signature of the parties and in any number of counterparts, each of which (assuming no modification or alteration) will constitute an original and all of which, when taken together, will constitute one and the same instrument. It is the intent of the parties that, to the extent lawful, the laws of the State of Illinois will govern the validity and interpretation of this Agreement. Except as otherwise provided in this Agreement, the rights of Seller can be assigned, in whole or in part, only upon the prior written consent of Buyer. Buyer may assign this Agreement, in whole or in part, provided that the assignee assumes all obligations of Buyer under this Agreement. If either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other,



in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. If the terms of this Agreement provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

EXECUTED BY THE PARTIES, to be effective as of the Effective Date.

SELLER:

Illinois Eastern Community College  
District #529

By: \_\_\_\_\_  
Marilyn Holt, CEO

Date: \_\_\_\_\_

BUYER:

TrustBank, a corporation

By: \_\_\_\_\_  
Dan Eichelberger, President

Date: \_\_\_\_\_

Document prepared by:  
Ray W. Vaughn  
Attorney at Law  
108 E. Main St.  
Olney, IL 62450  
618 392-0000

OFFER TO PURCHASE REAL ESTATE

To: Illinois Eastern Community College District #529  
c/o Marilyn Holt, CEO  
233 E. Chestnut St., Olney, IL 62450

From: TrustBank  
Dan Eichelberger, President  
600 E. Main St.  
Olney, IL 62450

The undersigned offers to purchase from Illinois Eastern Community College District #529, the following real estate:

A parcel of land containing .18 acres, more or less, generally described as all that land which is bordered on the West and South sides by Lot Three (3) in Parkside Plaza Subdivision to the City of Olney, and having a common North boundary line with said Lot Three (3), extending Easterly along the North line beginning at the Northeast Corner of Lot Three (3), to the IL Route 130 right of way, being a parcel of land that is approximately 105 feet East/West, and approximately 77 feet North/South, generally located Northeast of Lot Three (3) of Parkside Plaza Subdivision, as shown on the attached map. PIN: 06-33-401-140 (part)

(Complete legal description will be that as determined by a Survey)

Summary of Proposed Terms:

1. Purchase Price: Thirty Six Thousand Three Hundred Eight Two Dollars (\$36,382.00), based on a price of \$4.50 per sq. ft., which amount shall be adjusted based on the actual square footage as established by the Survey. \$5,000.00 deposited as Earnest Money
2. Time: Buyer allowed 45 days to conduct due diligence and inspections. Buyer may extend the inspection period by an additional 45 days.
3. Survey: Property survey to be prepared by Registered Illinois Land Surveyor, at Buyer's expense.
4. Title: Seller to provide title insurance commitment.
5. Contingencies: A. Buyer's Board of Directors approving this transaction.  
B. Buyer successfully acquiring the adjoining property generally described as Part of Lot 3 in Parkside Plaza Subdivision.
6. Other Terms: See attached Real Estate Purchase Agreement.

7. Closing: Buyer desires to close on or before January 20, 2020, and to coordinate the closing with its purchase of adjoining land from Eric and Karen Seals.

\_\_\_\_\_

TrustBank

By: \_\_\_\_\_  
Dan Eichelberger, President

**Board Action:** Trustee Brenda Culver made a motion to approve the authorization for transfer of property as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-J. Memorandum of Understanding with WADI Head Start:** The Wabash Area Development Corporation operates the Head Start/Early Head Start Program and has requested an MOU with the District and the WVC operated Small World Child Care Center dealing with Pre-Kindergarten children. The intent of the partnership is to provide early intervention and smooth the transition into school. The CEO recommended approval of the MOU with WADI as listed in full in the agenda.

**Board Action:** Trustee Al Henager made a motion to approve the MOU with Wabash Area Development Incorporated as presented. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Athletic Training Contract with Wabash General Hospital – WVC:** An athletic training contract between Wabash General Hospital and Wabash Valley College was presented for approval. The updated agreement will provide a full-time athletic trainer for WVC events at no cost. The CEO recommended approval of the agreement as listed in full in the agenda.

**Board Action:** Trustee Al Henager made a motion to approve the Athletic Training Agreement with Wabash General Hospital as presented. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-L. Affiliation Agreement with Market Street Medical:** The CEO recommended approval of the affiliation agreement with Market Street Medical for the Medical Office Careers Programs at Olney Central College as listed in full in the agenda.

**Board Action:** Trustee Brenda Culver made a motion to approve an affiliation agreement with Market Street Medical as presented. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – “Bid Committee Report”** – CFO Ryan Hawkins reviewed the following Bid Committee report and recommended it be approved as presented.

TO: Board of Trustees

FROM: Bid Committee  
DATE: October 15, 2019

RE: Gymnasium Video Board

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

The Bid Committee recommends acceptance of the bid received from ScoreVision for a total of \$129,837.

<b>Company</b>	<b>Total Bid</b>
Daktronics Brookings, SD	\$147,478
ScoreVision Omaha, NE	\$129,837 per bid \$134,020 alternate size
Watchfire Danville, IL	\$98,818

Respectfully submitted,

Marilyn Holt  
Renee Smith

Department: Wabash Valley College.

Source of Funds: Wabash Valley College Auxiliary.

Rationale for Purchase: The proposal received meets all specifications required.

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

## **Specifications for WVC Gymnasium Video Board**

Minimum specifications include:

1 All-Digital LED Video Scoreboard (minimum 14' wide x 7' tall)

- 6mm pixel pitch or better
- LED Type: RGB 3-in-1 SMD
- Pixel Density: 24,776 pixels/sqm or better
- Refresh Rate: 3840Hz or better
- Brightness: 1,200 nits or better
- Front-serviceable LED cabinets
- Horizontal viewing angle of 140 degrees and nominal viewing angle of 140 degrees

1 All-Digital LED Video Scoreboard (minimum 10' wide x 5' tall)

- 6mm pixel pitch or better
- LED Type: RGB 3-in-1 SMD
- Pixel Density: 24,776 pixels/sqm or better
- Refresh Rate: 3840Hz or better
- Brightness: 1,200 nits or better
- Front-serviceable LED cabinets
- Horizontal viewing angle of 140 degrees and nominal viewing angle of 140 degrees

Provide one (1) set of backboard lights for two (2) basketball goals.

Provide one (1) set of wired shot clocks with game time for two (2) basketball goals.

Provide two (2) Apple iPad Pro – 10.5” 64GB with case for scoring and production. iPad controls system for scoring, video playback, and live feed switching. Communicates on independent wired and wireless network.

### **Additional items to be provided**

Software and support including Remote Monitoring (IP Controlled) for LED and hardware components, hardware maintenance, and direct access to Customer Support.

Web-based software platform for off-site management of information on boards.

Ad management system software that automatically triggers ads during games, timeouts, halftime.

Game-Time production software for managing game layouts, ad sequencing, video playback, team/player content, and promotional content.

Production software to accommodate live and pre-recorded video content at 16:9 aspect ratio, game scoring/timing info, player/team stats, sponsor logos, ads, fan engagement graphics, and other related information.

Mobile Application to allow fans to track game-time data, schedules, rosters, and other team information.

Minimum of 5 sport-specific animations for each of our 3 indoor sports (Volleyball, Women's Basketball, and Men's Basketball).

Ability to air play to video displays through Apple TV's.

Wired and Wireless Control Capability.

Ability to take in minimum of 3 HD/SDI Signals for live feeds.

Four (4) additional video inputs into LED video display control system.

Onsite product and maintenance training of not less than 10 hours.

Unlimited remote training sessions post installation.

Full server redundancy and battery back-up with dedicated, secure network.

Redundant signals from LED controller to LED Video Board

Provide graphic design, event management, video production, sales, and marketing resource materials (instructional guides, lesson plan ideas, and other support materials) for corresponding classes in each subject.

Provide learning labs (class project ideas) for game production, that are to become tangible class projects for Graphic Design, Event Management, Video Production, Sales, and Marketing courses.

Complete installation of system by vendor.

5 Year LED Warranty.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS 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.

**Board Action:** Trustee Al Henager made a motion to approve the Bid Committee Report as presented. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #10 – “District Finance”** – The following District financial matters were presented.

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of September 30, 2019.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for October 2019, totaling \$790,953.56, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Jan Ridgely made a motion to approve payment of district financial obligations for October 2019, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – None.

**AGENDA #12 – “Executive Session”** – The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, and, under Section 2(c) (11) Litigation. Trustee Brenda Culver made a motion to go into closed session at 9:19 p.m.. The motion was seconded by Student Trustee Corey Hall and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

The closed session adjourned and reconvened in open public session after a motion was made by Trustee Brenda Culver and the motion was seconded by Trustee Gary Carter. A voice vote was taken and the Chair declared the “Ayes” have it, the closed meeting was adjourned and there being a quorum present, the Board of Trustees reconvened the regular open meeting for the transaction of business at 10:08 p.m.

(Note: Separate minutes have been prepared for the foregoing closed meeting.)

**AGENDA #13 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, September 17, 2019.

**AGENDA #14 – “Approval of Personnel Report”** – Tara Buerster presented the following amended Personnel Report and the CEO recommended approval.

#### **400.1. Employment of Personnel**

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

1. Amy Dulaney, Director of Transition Center and Perkins, DO, effective October 16, 2019.
2. Morgan Henton, Drone Technology Specialist, Title III, OCC, effective October 28, 2019, pending successful completion of background check and continued grant funding.
3. Tabatha Niduaaza, Director, Learning Skills Center, WVC, effective November 1, 2019, pending successful completion of background check.
4. Evan Semple, Coordinator, Industrial Training, LTC, effective October 16, 2019.

##### **B. Classified**

1. Heather Gerch, Office Assistant, FCC, effective October 16, 2019.

#### **400.2. Change-in-Status**

##### **A. Classified**

1. Lauren Salesberry, Administrative Assistant, HR, DO, to Administrative Assistant to the President, OCC, effective November 4, 2019.

#### **400.3. Resignation Ratification**

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

1. Luke Harl, Program Director of Grants and Compliance, DO, effective October 8, 2019.

#### **400.4. Retirement Ratification**

##### **A. Classified**

1. Dan Leggitt, Groundskeeper, LTC, effective January 1, 2020.

#### **Addendum to Personnel Report**

#### **400.5. Resignation Ratification**

##### **A. Classified**

1. Meghan Lynch, TRIO/Upward Bound Counselor, DO, effective November 8, 2019

**#14-A. Board Action to Addend Personnel Report:** Trustee Brenda Culver made a motion to addend the Personnel Report, add an addendum for item 400.5. Student Trustee Corey Hall seconded the motion. The Chair asked Trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**#14-B. Board Action to Approve Amended Personnel Report:** Trustee Al Henager made a motion to approve the Amended Personnel Report as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – None.

**AGENDA #17 – “Other Items”** – None.

**AGENDA #18 – “Adjournment”** – Trustee Gary Carter made a motion to adjourn. Student Trustee Corey Hall seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion adopted, and the meeting was adjourned at 10:12 p.m.