

# IECC Board of Trustees Meeting

Tuesday, June 20, 2023 6:15 PM

Wabash Valley College- WVC Cafeteria , 2200 College Drive, Mt. Carmel, IL 62863

1. <b>Call to Order &amp; Roll Call</b>	<b>Speaker (s) :</b> Chairman Carter
2. <b>Welcome from the Chair</b>	<b>Speaker (s) :</b> Chairman Carter
3. <b>Recognition of Visitors and Guests</b>	<b>Speaker (s) :</b> President Fowler
3.A. Visitors and Guests	
3.B. IECEA Representative	
4. <b>Public Comments</b>	
5. <b>Reports</b>	
5.A. Trustees	
5.B. Chancellor	
5.C. Presidents	
5.D. Division Report: WVC Baseball Championships	<b>Speaker (s) :</b> Coach Biddle
6. <b>Approval of Consent Agenda</b>	<b>Speaker (s) :</b> Chancellor Gower
6.A. Disposition of Minutes	
6.B. 2023-2024 IECC Catalog	
6.C. Policy 100.21 Gramm Leach Bliley GLB Act	
7. <b>Action on Items Removed from Consent Agenda</b>	<b>Speaker (s) :</b> Chancellor Gower
8. <b>Policy First Reading (and Possible Approval)</b>	<b>Speaker (s) :</b> Chancellor Gower
9. <b>Policy Second Reading</b>	<b>Speaker (s) :</b> Chancellor Gower
10. <b>Staff Recommendations for Approval</b>	
10.A. Renewal of Property, Casualty & Liability Insurance Coverage	<b>Speaker (s) :</b> Mr. Hawkins
10.B. Building and Maintenance Fund Resolution	<b>Speaker (s) :</b> Chancellor Gower
10.C. Inter-Fund Loans Resolution	<b>Speaker (s) :</b> Mr. Hawkins
10.D. Working Cash Fund Resolution	<b>Speaker (s) :</b> Mr. Hawkins
10.E. Payment of Accrued Bills	<b>Speaker (s) :</b> Chancellor Gower
10.F. Lease Agreements	<b>Speaker (s) :</b> Chancellor Gower
10.G. Naming Rights	<b>Speaker (s) :</b>

		Chancellor Gower
<b>11. Bid Committee Report</b>		<b>Speaker (s) :</b> Chancellor Gower
11.A.	WVC Radio Station Transmitter	
11.B.	WVC Science Building East Canopy Replacement	
11.C.	WVC Main Hall Roof Replacement	
11.D.	FCC Flatbed Trailer	
<b>12. District Finance</b>		
12.A.	Financial Report	<b>Speaker (s) :</b> Mr. Hawkins
12.B.	Approval of Financial Obligations	<b>Speaker (s) :</b> Mr. Hawkins
<b>13. Executive Session</b>		
<b>14. Approval of Executive Session Minutes</b>		
14.A.	Written Executive Session Minutes	<b>Speaker (s) :</b> Chancellor Gower
14.B.	Audio Executive Session Minutes	<b>Speaker (s) :</b> Chancellor Gower
14.C.	Semi-Annual Review of Executive Session Minutes	<b>Speaker (s) :</b> Chancellor Gower
<b>15. Approval of Personnel Report</b>		<b>Speaker (s) :</b> Ms. McDowell
<b>16. Collective Bargaining</b>		<b>Speaker (s) :</b> Chancellor Gower
<b>17. Litigation</b>		<b>Speaker (s) :</b> Chancellor Gower
<b>18. Other Items</b>		
<b>19. Adjournment</b>		

IECC Board of Trustees Meeting  
Tuesday, May 16, 2023 6:15 PM Central

Banquet Room - Olney Central College  
305 N. West Street  
Olney, IL 62450

Guadalupe Amicone: Absent  
Susan Batchelor: Present  
John Brooks: Present  
Roger Browning: Present  
Gary Carter: Present  
Brenda Culver: Present  
Jan Ridgely: Present  
Barbara Shimer: Present

Present: 7, Absent: 1.

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor  
Jay Edgren, President of Frontier Community College  
Roger Eddy, Interim President of Olney Central College  
Alex Cline, Director of Information & Communications Technology  
Ryan Hawkins, Chief Financial Officer/Treasurer  
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 – Rob Mason was present and reported on commencement.

4. Public Comments - None

5. Reports

5.A. Trustees – Trustees reported on commencement.

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

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held Tuesday April 25, 2023 were presented for disposition.

6.B. Deletion of Policy 400.19 Drug-free Workplace – Chancellor Gower recommended the deletion of Policy 400.19 as a result of pertinent elements of Policy 400.19 being incorporated into Policy 100.9.

6.C. Policy 100.9 Substance Abuse – Chancellor Gower recommended the title change of Policy 100.9 from Substance Abuse Policy to Alcohol-free/Drug-free Campus Policy in order to make it clear that the scope of the policy includes alcohol as well as drugs. Updates were made to include definitions and make reference to applicable supporting documents.

7. Action on Items Removed from Consent Agenda - None

8. Policy First Reading (and Possible Approval) - None

9. Policy Second Reading – None

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, Absent: 0

10. Staff Recommendations for Approval

10.A. Ameren/CCRC Easement

Motion to approve the easement to allow Ameren Illinois to proceed with installing primary power lines to a new transformer on the North Campus of Lincoln Trail College. This motion, made by John Brooks 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, Absent: 0

10.B. Reimbursement Resolution “Resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the District”

Motion to approve the resolution making the official declaration of Illinois Eastern Community Colleges intent to reimburse itself for expenditures previously made through future bond proceeds for construction projects across the District. 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, Absent: 0

10.C. Emergency Procurement Temporary Structures

Motion to approve the authorization for the District to procure a temporary structure to house Broadband Telecom activities, not to exceed available coverages through the Business

Interruption policy. 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, Absent: 0

#### 10.D. Decennial Committee Resolution

Motion to approve the resolution to establish the Decennial Committee on Local Government Efficiency as required by Public Act 102-1088. This motion, made by Susan Batchelor 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, Absent: 0

#### 10.E. Capital Development Board; Power Hub

Motion to approve the authorization for the District to work with the State of Illinois Capital Development Board on the transformer replacement project at Wabash Valley College. This motion, made by Roger Browning and seconded by Brenda Culver, 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, Absent: 0

### 11. Bid Committee Report

#### 11.A. FNB Field Support Area Improvements

Motion to approve the acceptance of the bid received from Homes by Schuetz in the amount of \$43,175.08 for the purposes of bringing Frontier Community College's FNB Field into compliance with the American's with Disability Act. This motion, made by Susan Batchelor 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, Absent: 0

### 12. District Finance

Motion to approve payment of district financial obligations for May 2023, in the total amount of \$827,507.84. This motion, made by Jan Ridgely 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, Absent: 0

13. Executive Session – The Board of Trustees went into executive session under Open Meetings Act exceptions 2(c)(1) Employment/Appointment Matters and 2(c)(7) Setting the Price for Sale or Lease of Property at 7:20 p.m. and the executive session was adjourned at 8:55 p.m. and returned to regular session. Separate minutes for the closed executive session meeting have been prepared for this meeting.

Motion to enter Executive Session at 7:20 p.m. This motion, made by Brenda Culver 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, Absent: 0

Motion to adjourn at 8:55. 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, Absent: 0

14. Approval of Executive Session Minutes - None

15. Approval of Personnel Report

**400.1 Employment Personnel**

**A. Faculty**

1. John McCarty, Music Instructor, LTC, effective August 7, 2023
2. Austin Alexander, Social Science Instructor, LTC, effective August 7, 2023

**B. Professional, Non-Faculty, Exempt**

1. Phil Britton, Head Baseball Coach, OCC, effective July 1, 2023
2. Terrance McGee, Head Men's Basketball Coach, WVC, effective June 1, 2023

**C. Professional, Non-Faculty, Non-Exempt**

1. Cindy Smith, TRIO Student Support Services Counselor, IECC, effective May 22, 2023

**D. Classified**

1. Amanda Andrews, International Student Liaison, WVC, effective May 22, 2023

**400.2 Resignation Ratification**

1. Tyson Murray, College Admissions Representative, LTC, effective May 1, 2023
2. Tabatha Niduaza, Director of Instructional Services, WVC, effective May 31, 2023

**400.3 Retirement Ratification**

1. Beth Wilson, Nursing Instructor, FCC, effective August 10, 2023

Motion to approve the foregoing Personnel Report as recommended. This motion, made by Brenda Culver 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, Absent: 0

16. Collective Bargaining - None

17. Litigation - None

18. Other Items

19. Adjournment

Motion to adjourn at 9:03 p.m. 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, Absent: 0

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 20, 2023  
RE: 2023 – 2024 IECC Academic Catalog

The District's academic catalog sets forth courses and programs and disseminates IECC's policies that apply to the operation of the District and its students. Throughout the year, the Board and Administration act on various items that impact the catalog. These changes are recorded on the IECC Catalog Change Log. Changes that effect the current academic year are also posted as an addendum on the [iecc.edu](http://iecc.edu) website. All items on the Catalog Change Log are incorporated into the next academic year's catalog. The catalog, along with all posted addenda, are the binding document for the District's relationship with students.

Because high school counselors and District personnel continue to use the catalog when advising students, the District will print 817 catalogs for a price of approximately \$5,842.00. Creasey Printing will print the catalog.

A link to the proposed 2023-2024 catalog has been sent to the Board for review. Following is a summary of changes that were made since the 2022-2023 catalog was printed.

I ask for the Board's approval to print the 2023-2024 IECC academic catalog and to post it on the website in preparation for the upcoming academic year.

RG/am

Attachment

## MEMORANDUM

TO: Board of Trustees

FROM: Dr. Ryan Gower, Chancellor

DATE: June 20, 2023

RE: 100.21 Gramm Leach Bliley (GLB) Act Policy and Information Security Program

The Gramm-Leach-Bliley Act (GLBA) requires all postsecondary institutions to protect student financial aid information by implementing an Information Security Program. GLBA requirements were updated on December 9, 2021 with an effective date of June 9, 2023.

Cabinet has recommended changes to Policy 100.21 to comply with the new GLBA requirements. Since this is a Board policy, I am also making a copy of the corresponding procedure available for your review.

**I would ask for the Board's approval of Policy 100.21 as presented.**

Alex Cline has provided the following supplemental information for context and understanding of his team's ongoing efforts:

One of the new GLBA requirements is an annual Information Security Program status report to college leadership. The IT team has made significant progress toward improving IECC's security posture and continues to monitor security risks and implement technology best practices. Below are some of the ongoing security initiatives implemented to address the GLBA requirements.

### **Risk Assessment**

We contracted with Keller Schroeder Technology Consultants to conduct an Information Security Assessment. This assessment is based on the National Institute of Standards and Technology (NIST) cyber security framework and the 800-171 Readiness Self-Assessment and Gap Analysis. This assessment contained 347 questions that evaluated various systems and security procedures and provides recommendations for improvements.

### **System and Software Patching**

Microsoft and Patch My PC automated patching software is utilized to ensure software patches are automatically applied to end-point computers as needed.

Artic Wolf Management Detect and Response (MDR) and Managed Risk (MR) systems were implemented in the fall of 2022. These systems monitor both network traffic and end-point software for security risks. Both systems have been very helpful with identifying and patching security vulnerabilities.

Banner system patches are tested and applied as needed following our change management procedures.

### **Employee Data Security Access**

Supervisors complete an IT Services Request form and a Banner Security Request form to request security access for new employees. Security access is evaluated when any employment changes occur.

### **Physical Security**

The District Office computer room is a shared space during working hours and locked after hours. The security consultant recommended placing a locked cage around the server and networking equipment.

### **Social Security Numbers**

All new employees are required to attend FERPA and security training that stresses protecting confidential data, including SSNs.

### **Detection and Response**

Microsoft and Arctic Wolf systems actively monitor network traffic, user logins, and computer devices for malicious activity. These systems are beneficial in identifying potential cyber security attacks and attempted unauthorized account logins. The IT team is still learning how to best configure the systems to reduce the number of false positives and improve our security posture.

### **Disaster Recovery Plan**

The IT department maintains a disaster recovery plan outlining critical systems and procedures for recovering from a disaster at the District Office data center. The disaster recovery site is located at Wabash Valley College.

### **Security Incident Response Plan**

A more formalized security incident response plan is being developed using the Arctic Wolf Incident Response Jumpstart system, included with our subscription. This plan will be completed within the next 30 days.

### **International Access**

A large percentage of the security attacks originate from countries outside the US so many of the security tools recommend blocking international access. However, our international students occasionally need to access our systems from their home countries. To address this issue, the IT staff is working with the International staff to identify and code the international travelers so we only allow home country access to approved students.

### **Oversight of Service Providers and Contractors**

Service provider access must be approved by the Information Security Program Coordinator and the provider employee must complete the IECC Remote Access Request Form. New software agreements are reviewed to ensure any vendors accessing protected data will comply with the IECC Information Security Program.

### **Employee Training and Education**

All new employees are required to attend cyber security training prior to receiving technology accounts and services. In addition, all current employees receive cyber security training on an ongoing basis using the Knowbe4 training system. The system sends out weekly cyber security tips and the IT team is developing phishing campaigns to test our employees. Employees that fail the phishing test may be required to attend additional training.

**Gramm Leach Bliley (GLB) Act (100.21)**

Date Adopted: June 17, 2003

Revised: Revised 6/20/23 (Pending Board Approval)

The Board of Trustees and Employees of the Illinois Eastern Community Colleges shall operate in compliance with the Gramm Leach Bliley (GLB) Act, (16 CFR Part 314).

In order to comply with Federal Law and to protect critical information and data, the **Chancellor Chief Executive Officer** in conjunction with the Cabinet shall develop a procedure for an Information Security **Plan Program** to comply with this regulation.

The goal of this procedure will be to define IECC's Information Security **Plan Program**, to provide an outline to assure ongoing compliance with federal regulations related to the **Plan Program**, and to position IECC for likely future privacy and security regulations.

GLB mandates that IECC appoint an Information Security **Plan Program** Coordinator, conduct a risk assessment of likely security and privacy risks, **implement and test safeguards to control risks**, institute a training program for all employees who have access to covered data and information, oversee service providers and contracts, **establish an incident response plan**, ~~and~~ evaluate and adjust the Information Security **Plan Program** periodically, **and report, at least annually, to District leadership on the Information Security Program.**

The Coordinator must help the relevant offices of IECC identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information; evaluate the effectiveness of the current safeguards for controlling these risks; design and implement a safeguards program, and regularly monitor and test the program.

Effective date: 9/2/15

Revised 6/12/23 (Pending Cabinet Approval)

## **Information Security ~~Plan~~ Program**

### **Preamble**

To protect critical information and data, and to comply with Federal Law, the **Chancellor** ~~Chief Executive Officer~~ in conjunction with the Cabinet proposes certain practices in IECC's information environment and institutional information security procedures. These practices will impact diverse areas of the Colleges, including but not limited to the Business Office, Financial Aid Office, Office of the Registrar, Student Services, the Library as well as many third-party contractors. The goal of this document is to define IECC's Information Security Program, to provide an outline to assure ongoing compliance with federal regulations related to the Program, and to position IECC for likely future privacy and security regulations.

### **Gramm Leach Bliley (GLB) Requirements**

GLB mandates that IECC appoint an Information Security ~~Plan~~ Program Coordinator, conduct a risk assessment of likely security and privacy risks, **implement and test safeguards to control risks**, institute a training program for all employees who have access to covered data and information, oversee service providers and contracts, **establish an incident response plan**, and evaluate and adjust the Information Security ~~Plan~~ Program periodically, **and report annually to District leadership on the Information Security Program**.

### **Information Security ~~Plan~~ Program Coordinator**

To comply with GLB, IECC has designated an Information Security ~~Policy~~ Program Coordinator. This individual must work closely with the **Chancellor's President's** office, outside counsel, if need be, as well as the academic and administrative areas listed in the "Preamble" above. The Coordinator is presently the Director of Information **and Communications** Technology.

The Coordinator must help the relevant offices of IECC identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information; evaluate the effectiveness of the current safeguards for controlling these risks; design and implement a safeguards program, and regularly monitor and test the program.

### **Risk Assessment and Safeguards**

The Coordinator will work with an external vendor to conduct an annual Information Technology security audit to ensure the district is implementing security best practices. The Coordinator has primary responsibility for the identification of internal and external risk assessment, but all members of the IECC community are involved in risk assessment. The Coordinator, working in conjunction with the relevant IECC offices, will conduct regular risk assessments, including but not limited to the categories listed by GLB.

The Coordinator is designated the responsibility of assuring that patches for operating systems or software environments are reasonably up to date, and will keep records of patching activity. The Coordinator will review the procedures for patches to operating systems and software, and will keep current on potential threats to the network and its data. **Risk assessments will be updated quarterly.**

The Coordinator will work with the relevant offices (Business Services, Human Resources, the Office of the Registrar, and the Library, among others) to develop and maintain a registry of those members of the IECC

Effective date: 9/2/15

Revised 6/12/23 (Pending Cabinet Approval)

community who have access to covered data and information. The Coordinator in cooperation with Human Resources and the Business Office will work to keep this registry rigorously up to date.

The Coordinator will assure the physical security of all servers and terminals which contain or have access to covered data and information. The Coordinator will conduct a survey of other physical security risks, including the storage of covered paper records in non-secure environments, and other procedures which may expose IECC to risks.

One of the largest security risks may be the possible non-standard access to social security numbers. Social security numbers are considered protected information under both GLB and the Family Educational Rights and Privacy Act (FERPA). By necessity, student social security numbers **are stored still-remain** in the IECC student information system. IECC will conduct an assessment to determine who has access to social security numbers, in what systems the numbers are still used, and in what instances students are inappropriately being asked to provide a social security number.

The Coordinator will ensure that all electronic covered information is encrypted in transit and that the central databases are strongly protected from security risks.

It is recommended that relevant offices of IECC decide whether more extensive background or reference checks or other forms of confirmation are prudent in the hiring process for certain new employees, for example employees handling confidential financial information.

The Coordinator will develop a written plan with procedures to detect any actual or attempted attacks on covered systems and will develop incident response procedures for actual or attempted unauthorized access to covered data or information. The Coordinator will periodically review IECC's disaster recovery program and data-retention policies and present a report to the Cabinet.

### **Oversight of Service Providers and Contractors**

Third-party service providers may be granted access to IECC protected data only when they have a need for specific access to accomplish an authorized task and are able to comply with IECC security and privacy policies and procedures. This access must be reviewed and authorized by the Coordinator or their designee. Access must be based on the least-privilege necessary and appropriate security controls must be implemented.

### **Employee training and education**

The Coordinator will work in cooperation with the Office of Human Resources to develop training and education programs for all employees who have access to covered data. ~~These employees typically fall into two categories: professionals in information technology who have general access to all IECC data and those employees who use the data or have custody of such data as part of their essential job duties.~~

Knowledge of cyber security best practices is one of the best defenses against cyber threats. All current and new employees must complete cyber security training at the start of employment and as requested by the district. Failure to complete the training may result in loss of IECC technology access.

Employees who do not follow best practices outlined in the training and fall victim to cyber scams will be required to attend additional training. These employees may also be required to meet with their supervisor, Information Security Plan **Program** Coordinator, and/or the Human Resources Director to review the consequences of their actions. Repeated failure to follow best practices may result in referral to the district's disciplinary process.

Effective date: 9/2/15

Revised 6/12/23 (Pending Cabinet Approval)

### **Evaluation and Revision of the Information Security ~~Plan~~Program**

GLB mandates that this Information Security ~~Plan~~Program be subject to periodic review and adjustment. Processes in relevant offices of IECC such as data access procedures and the training program should undergo regular review. The ~~plan~~Program itself as well as the related data retention policy should be reevaluated annually to assure ongoing compliance with existing and future laws and regulations.

### **Definitions**

*Covered data and information* for the purpose of this policy includes student financial information required to be protected under the Gramm Leach Bliley Act (GLB). In addition to this coverage, which is required by federal law, IECC chooses as a matter of policy to also define *covered data and information* to include any credit card information received in the course of business by IECC, whether or not such credit card information is covered by GLB. Covered data and information includes both paper and electronic records.

*Student financial information* is that information IECC has obtained from a student in the process of offering a financial product or service, or such information provided to IECC by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 CFR § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and social security numbers, in both paper and electronic format.

IECC is Illinois Eastern Community Colleges and its affiliates Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College, IECC Workforce Education, and all IECC District Office locations.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 20, 2023

RE: Renewal of Property, Casualty, and Liability Insurance Coverage

The District’s insurance coverage for property, casualty, and liability is due July 1, 2023. To bind coverage, the agreements must be entered into by midnight June 30, 2023.

At the time of this memo, the package policy premium renewal has not yet been received by my office. The loss of the Harry L Crisp Building in Robinson, Illinois, is one of the biggest claims Wright Specialty had nationwide. By our current contract, we would have needed to have been notified within 60 days of the renewal period of their intent to not extend coverage. No such notification was received. As a result, Wright Specialty has been reviewing the renewal options with the District. In discussion with our current broker, Assured Partners, we have assurances that our renewal premium cannot be more than 30% higher than last years premium for the policy, which includes property, general liability, employment practices, inland marine, commercial auto and garage keepers, crime, and umbrella. In addition to an premium increase, the current carrier is also proposing significant property value increases which will impact the premium further. The prior year’s premium for these coverages was \$279,993; accordingly, the renewal premium should not be above \$487,078.

The timing of the storm and settlement with insurance has complicated our available window to shop other options for insurance. I believe it is in the best interest of the District to move forward with Wright to settle insurance claims for the destruction of property/loss of business in Crawford County.

The following lines of coverage are outlined below along with the renewal premium for the period beginning July 1, 2023.

<b>Coverage</b>	<b>7/1/22 -7/1/23 Expiring Term Premium</b>	<b>7/1/23 – 7/1/24 Renewal Premium</b>
Property	\$95,318	Not received
General Liability	\$58,623	Not received
School Board Legal & Employment Practices Liability	\$38,754	Not received
Inland Marine	\$2,218	Not received
Commercial Auto & Garagekeepers Liability	\$48,559	Not received
Commercial Umbrella Liability	\$35,300	Not received

Crime	\$1,221	Not received
Workers Compensation – Encova	\$103,440	\$92,065
Cyber Liability – TriSura Specialty	\$30,638	\$30,226
Multimedia Liability – Axis	\$4,031	\$4,256
Fiduciary Liability – Chubb	\$1,684	\$1,684
Foreign Package – AIG	\$2,500	\$2,500
Professional Liability – Gemini	\$6,326	\$6,557
Total	\$428,612	Not received

I ask the Board to accept the current renewals as listed above and authorize the Chancellor to execute coverage with Wright Specialty for the District package liability coverage for period July 1, 2023 to June 30, 2024.

RG/akb

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 20, 2023

RE: Building and Maintenance Fund Resolution

State statute requires that the Board of Trustees approve by a resolution granting authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

The attached resolution authorizes the Chancellor of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

I ask the Board's approval of the Building and Maintenance Fund Resolution.

RG/akb  
Attachment



## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 20, 2023  
RE: Inter-Fund Loans Resolution

During each fiscal year, it is not uncommon for transfers to be made between existing funds to meet obligations of the District.

Each fiscal year, in lieu of making permanent transfers between funds, the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans are for the purpose of meeting the ordinary and necessary expenditures of the district.

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during Fiscal Year 2024, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2024.

RG/akb  
Attachment

**BOARD OF TRUSTEES  
RESOLUTION  
INTER-FUND LOANS**

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2024, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for Fiscal Year 2024, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2024.

BY ORDER OF THE BOARD OF TRUSTEES,  
ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529

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

June 20, 2023  
Date

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

June 20, 2023  
Date

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 20, 2023  
RE: Working Cash Fund Resolution

The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$143,000 from the Working Cash Fund to the General Fund prior to June 30, 2023.

Only interest is transferred, and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. As of June 30, 2023, the Working Cash Fund principal is \$6,315,000.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately \$143,000 Working Cash Fund interest to the General Fund on or before June 30, 2023.

RG/akb  
Attachment



## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 20, 2023  
RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills incurred in June, but invoiced in July, as expenses for Fiscal Year 2023. By July 30 all accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval plus the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor.

This procedure has been followed in prior years and I request the Board's approval to pay the accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

RG/akb

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 20, 2023

RE: Lease Agreements

The following leases are submitted for Board consideration and action:

1. IECC/LTC Storybrooke Pre-K (Regional Office of Education #12) Lease – The lease began on September 18, 2019, and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to May 31, 2024, at \$2,160 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. IECC/Twin Rivers Lease – The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. The lease term is being extended to June 30, 2024, at the monthly rent of \$225.
3. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel, Illinois. Lease term is for one (1) year from October 6, 2023, to October 5, 2024. Additionally, the agreement automatically renews for three (3) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term. The lease provides monthly rent at \$150.
4. IECC/Buckeroo Early Education Center – This lease is for the use of two (2) classrooms (4,200 sq. ft.) in Wattleworth Hall to be used as classroom facilities of the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5. The lease commences October 1, 2023 through June 30, 2024, with an option to renew in one year increments. The total monthly rent is \$1,500.
5. IECC/JAL Lease – The lease is for approximately 2,519 square feet in West Frankfort, Illinois to be used by IECC for the Workforce Education Department. The lease commences May 15, 2023, and shall extend for a term of three (3) years to be reviewed annually on July 1 ending at midnight on June 30, 2026, unless earlier terminated or extended. There is no rent but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.

The following leases are submitted as informational review of outstanding commitments of the District:

1. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive, Mt. Carmel, Illinois. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. This lease period is being renewed for five years, commencing July 1, 2020, and will expire June 30, 2025.
2. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas, and electric service to the Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2025, under the current lease agreement.
3. IECC and Prairie State Generating Company – Lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
4. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976, to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013, for thirty years to June 30, 2043, at a cost of \$30 for the thirty-year period.
5. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009, for twenty years to August 17, 2029.
6. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton's Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2019, through June 30, 2024.
7. IECC/Wabash Telephone Cooperative – The lease is for the placement of an upright communications cabinet and communications equipment on approximately 25 square feet of space inside the Telecommunications Switch Room. The lease also provides approximately 100 square feet of ground on the property for an antennae tower structure.

Wabash Telephone Cooperative is responsible for maintenance and repair of the property placed at the site. This agreement shall commence on August 1, 2019, and shall continue thereafter for an initial term of ten (10) years. This agreement shall automatically renew for three (3) five (5) year terms.

8. IECC/FCC and Fairfield Park District of Fairfield, Illinois – Intergovernmental Agreement between IECC/FCC and Fairfield Park District of Fairfield, Illinois, as amended by Board action on January 14, 2015, for the Lease, Operation and Use of a certain softball diamond at Southwest Park, Fairfield, Illinois through the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessors.
9. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2022, through June 30, 2024, at the current monthly rent of \$225.
10. IECC/OCC ROE Lease – The lease is for three classrooms at OCC on the second floor of Wattleworth Hall, and two office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilities for the facilitation of the ASSIST program. The lease period is August 1, 2023, through May 31, 2024, at the current monthly rate of \$4,800.
11. IECC/FCC First Brands Group, LLC Lease – The lease is for IECC and FCC to use the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for IECC/FCC training and instruction of the College’s truck driving training and related instruction. The lease is in effect from October 2022 through October 2024. At the end of the contracted period this Agreement can be extended upon agreement of both parties. There is no fee for use of this facility.
12. IECC/ICN Intergovernmental Agreement – The agreement provides the Illinois Century Network (ICN) with approximately 294 sq. ft. to install and maintain data equipment for the operation of an Intermediate Light Amplification for interconnecting high-speed data connections. The term of the lease began June 18, 2013, and runs through June 18, 2033. In consideration IECC receives high-speed internet service at no charge.

RG/akb

Attachments

**LEASE AGREEMENT**  
**BETWEEN**  
**STORYBROOKE PRE-K**  
**(A Regional Office of Education 12 Preschool Program)**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of August 2022 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education 12 Preschool Program), whose address is 103 W. Main St, Olney, IL 62450 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of three classrooms in the Industrial Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 4,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2022, through May 31, 2023, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand One Hundred Sixty Dollars (\$2,160.00) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: Regional Office of Education #12**

By: \_\_\_\_\_  
Its: Monte Newlin, Regional Superintendent  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Ryan Gower, Chancellor  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

**LEASE AGREEMENT**  
**BETWEEN**  
**TWIN RIVERS REGIONAL VOCATIONAL SYSTEM**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of July 2022, between the Illinois Eastern Community Colleges whose address is 233 East Chestnut Street, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 11220 State Highway 1, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.

2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.

3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2022, through June 30, 2023, and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.

4. The LESSEE shall pay the LESSOR a total not to exceed Five Thousand Four Hundred Dollars (\$5,400.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.

5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.

6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.

7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alterations or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.

10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.

11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: Twin Rivers Vocational System**

11220 State Highway 1  
Robinson, IL 62454

By: \_\_\_\_\_  
Its: Troy Hickey

WITNESS:

\_\_\_\_\_

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut Street  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Dr. Ryan Gower, Chancellor

WITNESS:

\_\_\_\_\_

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the “Agreement”) is made as of **October 5, 2017** (the “Effective Date”), by and between **Wabash Valley College** (the “Landlord”) and Skybeam, LLC dba Rise Broadband (fka RidgeviewTel), a Colorado limited liability company, on behalf of itself and its subsidiaries (the “Tenant”).

**WHEREAS**, Landlord is the owner of a parcel of land located at or near **15511 River Road, Mt. Carmel, Illinois 62863** (the “Property”) which has a tower or similar structure (the “Structure”) located thereon (the Property and the Structure are, collectively, the “Site”); and

**WHEREAS**, by instrument dated October 5, 2007, Landlord did lease unto Tenant a portion of the Site and Structure for the purpose of constructing, operating, maintaining, and repairing radio communications facilities to provide broadband internet access; and

**WHEREAS**, Tenant desires to continue to use the Site for the purpose of installing, operating, and maintaining wireless data communications equipment.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. LEASE.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the exclusive right to construct, install, maintain, and operate wireless data communications equipment, personal property, and improvements associated with Tenant’s wireless communications business and/or the transmission and reception of radio communication signals for the purpose of providing broadband wireless internet service from the Site, including the transmission and reception of radio communication signals (the “Equipment”). Landlord shall provide utilities, including electricity, necessary to operate Tenant’s Equipment. Tenant may install, operate, maintain, repair, modify, upgrade, remove, or replace any and all Equipment at any time throughout the Term. Tenant will ensure that its Equipment does not materially affect the structural integrity of the Structure. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Equipment. Landlord hereby waives any and all statutory and common law lien rights which Landlord may have relating to the Equipment and all rights of distraint against such Equipment.
- 2. TERM.** The term of this Agreement shall begin on the Effective Date indicated above and shall continue for **five (5) years** (the “Initial Term”). This Agreement shall automatically renew for **five (5) additional terms of one (1) year** (each an “Extended Term”), unless Tenant notifies Landlord in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then existing Term. The Initial Term and any Extended Term are collectively referred to herein as the “Term.”

- 3. PAYMENTS.** In consideration for use of the Site, Tenant will pay to Landlord a monthly lease payment of **One Hundred Fifty Dollars (\$150.00)**, (the “Monthly Payment”), such payments to be made on or before the 5th of each month. Tenant will further provide **one (1) wireless internet access account** to Landlord free of charge. Such access will be provided through Tenant's existing wireless internet network with services equal to the premium residential account offered by Tenant to its customers. Should the premium residential account speed increase, such account shall increase accordingly. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the internet access account provided to Landlord will cease as of the date Tenant ceases transmissions.
- 4. ACCESS TO SITE.** Landlord agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, along with all related utility wires, cables and conduits. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of Tenant or such authorized persons may enter the Site.
- 5. MAINTENANCE.** Tenant shall, at its sole cost, maintain and repair the Equipment, along with Tenant’s related improvements, antennas, equipment, or other property approved by Landlord, in good working condition. At such times that Landlord becomes aware of required maintenance or repairs to be performed by Tenant, Tenant will complete such repair and maintenance within a reasonable period after receipt of notice thereof from Landlord except in the event of an emergency or when the wireless or internet/intranet access is not working correctly, whereupon the repair and maintenance shall be completed immediately upon Tenant becoming aware of such need for maintenance and repair, subject to Section 4 hereof.
- 6. TRANSFER OF INTEREST/ASSIGNMENT.**

  - 6.1. This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord’s interest in the Property takes such interest subject to this Agreement. In the event of the sale or other transfer of Landlord’s right, title and interest in the Property, Landlord shall be released from all liability and obligations occurring after the consummation of such sale or transfer, and the successor Landlord shall assume all of Landlord rights and obligations hereunder; provided, however, that Tenant is provided a copy of the recorded deed (or similar document evidencing such change in ownership) and IRS Form W-9 within thirty (30) days of such transaction.
  - 6.2. So long as Tenant is not in default in the performance of any of the terms, covenants or conditions of the lease on Tenant's part to be performed, Tenant's possession of the leased premises and Tenant's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party, and Tenant's occupancy of the Site shall not be disturbed by any

subsequent mortgagee, lender, or acquiring party for any reason whatsoever during the Term or any Extended Term.

- 6.3. Provided (i) Tenant complies with this Agreement, (ii) Tenant is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan, or purchase agreement, and any proceeding to foreclose the same, will not disturb Tenant's possession under the Agreement and the Agreement will not be affected or cut off thereby.
- 6.4. Tenant may assign or transfer this Agreement at any time upon written notice to the Landlord, to: (i) any affiliate of Tenant; (ii) any entity resulting from a reorganization of Tenant or its affiliates; (iii) any entity which acquires a majority of Tenant's equity or assets by way of sale, merger, consolidation or other event. For purpose herewith, an affiliate shall mean any entity that controls, is controlled by, or under common control with Tenant.

**7. TERMINATION.** In addition to other rights to terminate this Agreement:

- 7.1. If a party hereto is in default of any provision of this Agreement and has failed to cure such default in accordance with Section 8 herein, the non-defaulting party may terminate this Agreement upon notice to the defaulting party.
- 7.2. Either party shall have the right to terminate this Agreement immediately upon notice to the other party if (a) the other has filed a petition in bankruptcy, is insolvent, or has sought relief under any law related to such party's financial condition or its ability to meet its payment obligations; or (b) any involuntary petition in bankruptcy has been filed against the other party, or any relief under any such law has been sought by any creditor(s) of such party, unless such involuntary petition is dismissed, or such relief is denied, within thirty (30) days after it has been filed or sought.
- 7.3. Notwithstanding anything contained herein to the contrary, Tenant may terminate this Agreement without further liability upon thirty (30) days' written notice to the Landlord for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ruling or regulation that is beyond the control of Tenant; (iii) if Tenant reasonably determines that the Site is not appropriate for its operations for economic, technological, or regulatory reasons, including, without limitation, signal interference; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of the Equipment..
- 7.4. Upon termination of this Agreement for any reason, Tenant will remove its Equipment within ninety (90) days.

## **8. DEFAULT.**

- 8.1. In the event there is a default by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Landlord will not hold this Agreement in default so long as the work required is being done continuously and diligently. Landlord may not maintain any action or affect any remedies for default against Tenant unless and until Tenant has failed to cure the same with the time periods provided in this paragraph.
- 8.2. In the event there is a default by the Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such default. After receipt of such written notice, Landlord shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, Tenant will not hold this Agreement in default so long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against Landlord unless and until Landlord has failed to cure the same with the time periods provided in this paragraph.
- 8.3. If neither party is in default but either party acts in a way that is contrary to the Agreement and the terms and provisions in this Agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies, against the breaching party, that are available according to the laws of the state in which the Property is located.

## **9. INDEMNIFICATION.**

- 9.1. Landlord shall indemnify, defend (using legal counsel reasonably acceptable to Tenant) and save Tenant harmless from and against any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Landlord's occupation, use, or improvement of the Site, or that of its employees, agents, or contractors; (b) Landlord's breach of its obligations hereunder; or (c) any act or omission of Landlord or any officer, agent, employee, guest or invitee of Landlord, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Tenant or its agents or employees.
- 9.2. Tenant shall indemnify, defend (using legal counsel reasonably acceptable to Landlord) and save Landlord harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including

death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Tenant's occupation, use or improvement of the Site, or that of its employees, agents, or contractors; (b) Tenant's breach of its obligations hereunder; or (c) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or its agents or employees.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUTOF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.

**11. INSURANCE.** Throughout the Term of this Agreement, Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may obtain. Landlord shall be named an additional insured on all such policies and coverages.

**12. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

LANDLORD:      Wabash Valley College  
                         233 E Chestnut St.  
                         Olney, IL 62450

TENANT:            Skybeam, LLC dba Rise Broadband  
                         61 Inverness Dr. E, Suite 250  
                         Englewood, CO 80112  
                         Attn: Contract Administration

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

**13. DUTIES OF TENANT.** Tenant agrees:

- 13.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense.
- 13.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.
- 13.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.
- 13.4. To keep the Site free of mechanics and materialmen's liens.
- 13.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Landlord, or if applicable, other Tenants of the Site. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference.

**14. DUTIES OF LANDLORD.** Landlord agrees:

- 14.1. To permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.
- 14.2. To allow installation of an electrical meter accessible to the Equipment.
- 14.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof. Permitting any use which Tenant does find to interfere with Tenant's operations will constitute a breach of this Agreement.
- 14.4. To notify Tenant in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.65 GHz, and 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Allowing the use or signing a subsequent lease that would allow use of these frequencies and bands will constitute a breach of this Agreement.

## **15. REGULATORY COMPLIANCE.**

- 15.1. Landlord hereby certifies that the Structure is in full compliance with any and all applicable Federal Communications Commission ("FCC") antenna registration, Federal Aviation Administration ("FAA"), or painting and lighting or similar requirements. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, liability, or cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.
- 15.2. Landlord hereby certifies that it has completed all appropriate analysis and/or obtained necessary approvals for the Site with respect to any obligations for evaluation under any and all applicable environmental or historic preservation laws including, but not limited to, the National Environmental Policy Act ("NEPA"), the National Historic Preservation Act ("NHPA"), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction now effective or hereinafter enacted or amended. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government imposed fines and/or forfeitures or similar assessments) resulting from Landlord's failure to adhere to the relevant law, rule, or regulation.

## **16. MISCELLANEOUS.**

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.
- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.
- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term "Confidential Information" means the existence and terms and conditions of this Agreement, and all non-public information about the disclosing party's business or activities, which shall include all business, financial, technical, and other information of such party.

Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

- 16.4. **Governing Law** - This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Colorado, without regard to its conflict of law provisions.
- 16.5. **Attorneys' Fees** - If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a party, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other party, the other party shall indemnify and hold the first party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.
- 16.6. **Waivers** - Any waiver of any provision of, or right included in, this Agreement must be in writing and signed by the party whose rights are being waived. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right.
- 16.7. **Modifications** - No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by authorized representatives of both parties.
- 16.8. **Severability** - The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement; and, if any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
- 16.9. **Relationship**. The parties act as independent contractors, and do not intend to create a joint venture, partnership or any agency relationship between themselves or their respective successors in interest.

16.10. Survivability - The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

16.11. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.

16.12. Counterparts - This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.

16.13. Approval - All provisions and terms are subject to final approval of appropriate officers of Tenant. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

**Tenant:**

Skybeam, LLC dba Rise Broadband

**By:** \_\_\_\_\_

**Name:** Nancy C. Hankins

**Title:** VP, Procurement and Contracts

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

**Landlord:**

Illinois Eastern Community Colleges/  
Wabash Valley College

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

LEASE AGREEMENT  
BETWEEN  
Buckeroo Early Education Center  
AND  
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of October 2023 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Buckeroo Early education Center, whose address is 826 Lamson Street, Flora, IL 62839, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of two classrooms and small storage area in Wattleworth Hall currently known as Cozy Corner (approximately 700 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing October 1, 2023, through June 30, 2024, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred (\$1,500.00) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, on call maintenance service for days OCC is not in session, and electricity.
6. Food service for breakfast and lunch will be available to LESSEE at a cost agreed to by OCC Food Service and LESSOR. On days OCC is in session.
7. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR once approved by the LESSOR.
8. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.
9. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in every instance.

10. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
11. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
12. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: Buckeroo Early Education Center**

By: \_\_\_\_\_  
Its: Owner, Pam Hancock  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

**LESSOR: Illinois Eastern Community Colleges**  
233 East Chestnut  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Ryan Gower, Chancellor  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

## LEASE

THIS CONTRACT OF LEASE made and entered into by and between the Board of Trustees of Community College District No. 530, Counties of Williamson, Jackson, Franklin, Randolph and Perry, State of Illinois, popularly known as **John A. Logan College**, hereinafter referred to as **Lessor**, and **Illinois Eastern Community College**, operating through its Illinois chapter hereinafter referred to as **Lessee**:

WITNESSETH:

1. **Premises Leased.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by this Lessee, subject to the terms and conditions herein, the following described property situated in Williamson County, Illinois:

Approximately 2519 square feet as shown in Attachment A located on the John A. Logan College campus in West Frankfort, Williamson County, Illinois.

to have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

***\*\* Additional facilities usage of the Lessor by the Lessee is not guaranteed and shall be subject to availability and agreement between the Lessor and Lessee.***

2. **Term.** This Lease shall commence on the 15<sup>th</sup> day of May, 2023, and shall extend for a term of 3 years to be reviewed annually on July 1 ending at midnight on the 30<sup>th</sup> day of June, 2026 unless earlier terminated or extended as permitted in paragraph 13 hereafter.

3. **Use of Premises.** Lessee agrees to use the premises solely and for the purpose of operating an office location for Coal Mining Technologies Program and Training. While Lessee will follow its own calendar for meetings and events, it will conform to the College policies on being closed due to emergencies, including but not limited to, inclement weather if the closure affects the facility in which the Lessee is located.

4. **Possession.** Possession shall be given to the Lessee on the 15<sup>th</sup> day of May, 2023, as long as remodeling/renovation is completed as agreed to in the construction documents.

5. **Rent.** Lessee shall not pay to the Lessor, but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.

6. **Utilities.** Lessor shall provide, at Lessor's expense electrical, natural gas, water, sewer, and trash pickup, all as part of Lessor's obligation under this Lease.

7. **Repairs, Maintenance and Services**

a) Lessor's Repairs. Lessor shall maintain the interior and exterior walls, doors and roof, plumbing, wiring, heating, ventilation and air-conditioning systems of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Lessor shall be responsible for any repair and maintenance not explicitly assigned to Lessee by the terms of this Lease. Any repairs or maintenance that Lessee feels is necessary, appropriate and prevents the intended use of the premises under the terms of this Agreement shall be identified to the Lessor in writing and Lessor shall communicate with Lessee to affirm said determination

and make arrangement for said repairs. If Lessor fails to make repairs as required by this paragraph in a timely fashion and such failure results in the premises failing to be good and tenantable (for example, failure to provide adequate heat in the winter or air conditioning in the summer), Lessee may abate or proportionately reduce rent for all days that the premises is not tenantable. If Lessee is deprived of the use of a substantial portion of the leased premises during the making of any such repairs by Lessor, then the Lessor and Lessee agree to discuss the situation and make a joint determination of whether or not rent shall be abated or proportionately reduced, according to the extent to which Lessee is deprived of such use.

- b) Lessee's Property. Lessee shall provide, keep and maintain the furnishings and equipment used by Lessee in its operations together with any additional personal property attached hereto as Exhibit B. Upon termination of the lease or any extension of the lease, the Lessee shall be granted thirty days to remove, at Lessee's cost, any of the items of property listed on Exhibit B.
- c) Additional Services To Be Provided (Initial if Included; N/A if not applicable):

\_\_\_\_\_ *Custodial Services*  
N/A *Telephone Service*  
N/A *Facsimile Service*  
N/A *Internet Service*  
N/A *Support Personnel*  
N/A *Mail/Copying Services*

- d) Restricted Parking. There is not any restricted parking associated with this Lease.

8. **Insurance:**

- a) Lessor will keep the building structure insured against loss by fire or other casualty, and during the term of this Lease, maintain public liability insurance with policy limits not less than \$1 million per occurrence and \$3 million in aggregate. \$1 million property damage insurance shall be maintained. The policy representing such insurance shall name Lessee, its successors or heirs and assigns as an additional insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessee, its successor or its heirs and assigns ten (10) days prior notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease. Lessor will not insure personal property of Lessee.
  
- b) Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee. The limits of such public liability insurance shall not be less than \$1 million per occurrence and \$3 million in aggregate. \$1 million in property damage shall be maintained. The policy representing such insurance shall name Lessor, or its heirs, successors and assigns as an additional insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, its successor or its heirs and assigns ten (10) days prior notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

9. **Signs.** Lessee may install exterior signs approved by Lessor with expressed written permission from Lessor. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor and the general public, including, but not limited to, loud speakers, phonograph or related electronic equipment,

radios or similar devices which will be operated in such a manner as to project sound outside the leased premises.

10. **Alterations.** The Lessee shall not alter or remodel the building.

11. **Assignment.** Neither Lessor nor Lessee shall assign this Lease or sublet the leased premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this Lease. Lessee may only be released from liability by a specific written release executed by Lessor.

12. **Compliance With Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alternations to the interior of the building on the leased premises and the common areas required by such authority.

13: **Termination or Extension of Agreement:**

- a) At the election of either Party, this Lease may be terminated by providing ninety (90) days prior written notice to the other party during the initial term of the lease or any extension thereof, provided the termination is not within the 1<sup>st</sup> twelve (12) months.
- b) At the election of the Lessee, this Lease may be extended for an additional 12-month term upon the same terms and conditions of the initial Lease. Lessee shall provide Lessor written notice of its election to renew the lease not less than 60 days prior to the expiration of the then lease term.

14. **Entire Agreement.** This Lease agreement contains the entire agreement of both parties hereto and no other oral or written agreement shall be binding on the parties hereto. This Lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Succession.** This Lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

16. **Notices.** Any notice provided for herein shall be given by certified mail with postage prepaid, addressed:

**John A. Logan College  
700 Logan College Drive  
Carterville, Illinois 62918**

The person and the place to which notices are to be mailed may be changed by either party or by notice to the other party. Should Lessee become more than thirty (30) days in arrearage in any rent payment, Lessor may then notify Lessee of such arrearage. Upon such notification, Lessee shall have an additional thirty (30) days in which to cure all and pay back rent. Upon doing so, the rent shall continue unabated. If, thirty (30) days after the notice provided by Lessor, Lessee shall have failed to fully pay all then due rent, Lessor shall, at its option, have authority to terminate this Lease.

17. **Casualty.** The Lessor assumes no responsibility for reconstruction of buildings. Upon destruction or damage of any of the improvements on the leased premises due to fire, flooding, windstorm, tornado, hail or other act of nature not

attributable to any actions on the part of the Lessor, the Lessor shall not be required to replace or repair the same. In the event of a partial damage to the building, Lessor shall, at its option, notify Lessee of its intent to repair the building. In such event, Lessee has the option of either terminating the entire Lease, or agreeing to continue to occupy the building during repairs, at a pro-rated rent, to compensate Lessee for the limited use caused by the damage to the building. Upon complete repair of the facility, the rent shall again be at the rate set out above.

18. **Taxes.** Lessor shall pay any and all ad valorem taxes, property taxes, any water improvement district and special assessments levied against said premises and the improvements thereon during the term of this Lease. Such taxes and assessments shall be pro-rated.

19. **Condemnation.** In the event all of the leased premises, or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasi-public purpose, then the term of this Lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this Lease shall continue in full force and effect with a reduction in the rent proportionate to the amount and usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for

removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

20. **Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises, subject to any outstanding liens or encumbrances, and may lease said premises as herein provided. Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this Lease.

21. **Succession.** This Lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

22. **Delivery of Possession on Termination.** Lessee agrees that at the end of the term of this Lease, or an extension thereof, Lessee will surrender possession of the premises to Lessor in as good as condition as when received, reasonable wear and tear, loss of destruction by fire, act of God or unavoidable casualty accepted.

23. **Board Approval Contingency.** This lease shall be contingent upon approval by John A. Logan College Board of Trustees.

THIS AGREEMENT executed in part at Carterville, Williamson County, Illinois, on the 10<sup>th</sup> day of May 2023.

**LESSOR:**

**Board of Trustees of Community College District No. 530,  
Counties of Williamson, Jackson, Franklin, Randolph and  
Perry, State of Illinois, popularly known as John A. Logan College**

By: \_\_\_\_\_  
**President**

Attest: \_\_\_\_\_

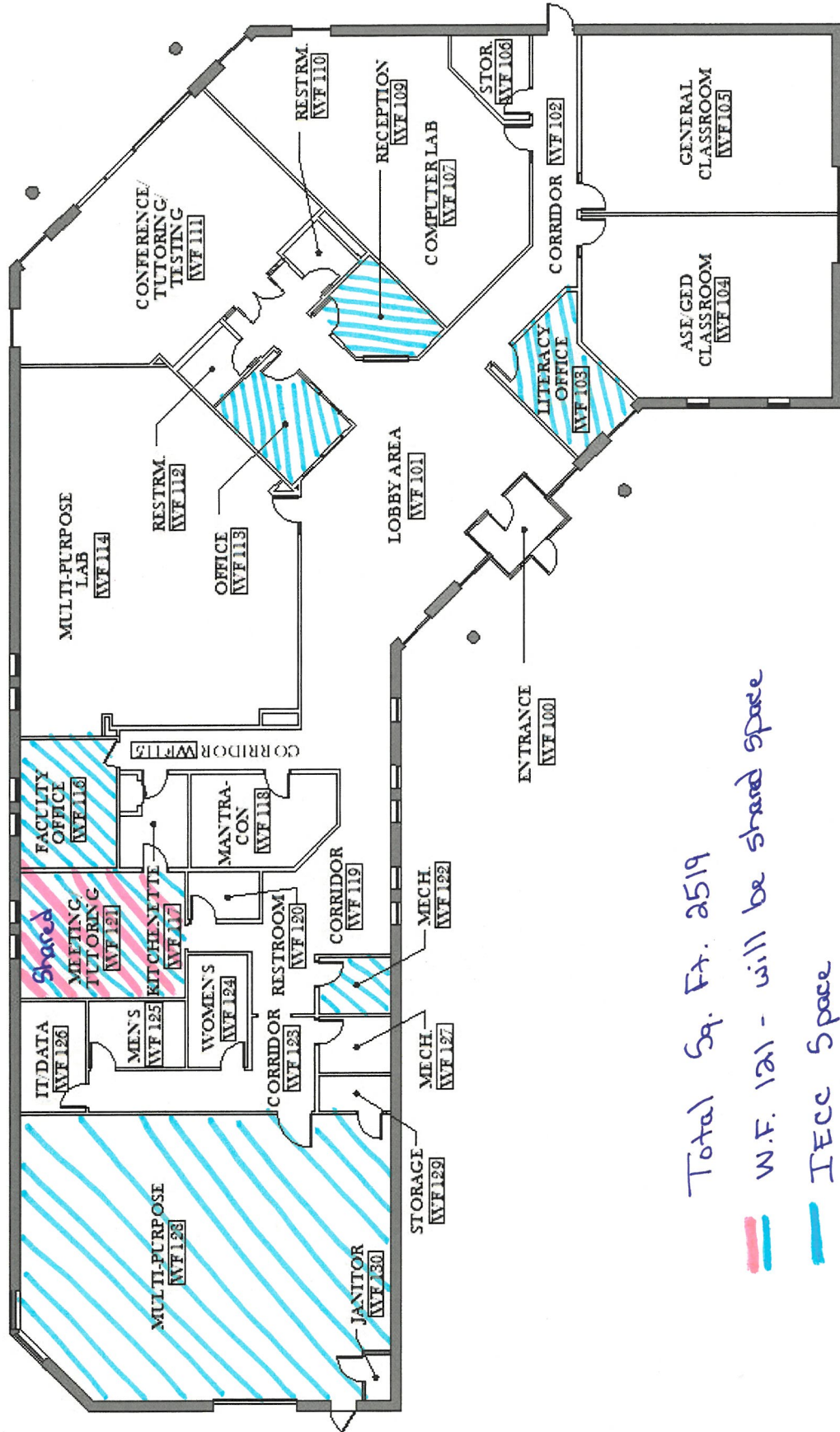
**LESSEE:**

**Illinois Eastern Community College**

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

Attest: \_\_\_\_\_

Attachment A



Total Sq. Ft. 2519

W.F. 121 - will be shared space

IECC Space

**LEASE**

The agreement is made this 16<sup>th</sup> day of June 2020, between Wabash Valley College Foundation (“Lessor”) and Illinois Eastern Community College District #529 (“Lessee”).

Lessor leases to Lessee approximately 1,600 square feet of interior space on the ground floor of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange for which the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of five years, commencing on July 1, 2020 through June 30, 2025.

Lessee shall occupy and use the premises as an administrative site for offices and programs for Wabash Valley College, and such other activities as the college may choose. Either party may terminate the lease by giving 30 days’ notice.

\_\_\_\_\_  
President  
Wabash Valley College Foundation

\_\_\_\_\_  
Chairman  
Board of Trustees  
Illinois Eastern Community College  
District #529

Adopted this 16<sup>th</sup> day of June 2020

Adopted this 16<sup>th</sup> day of June 2020

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Trustees  
Illinois Eastern Community College  
District #529

**LEASE**

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Fitness Center/Bobcat Den, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College.

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2025.

WHEREAS, the Foundation agrees to allow the College access and usage of the facility for students, staff, and Board of Trustee activities,

WHEREAS, the College agrees to provide maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre from the budget at Frontier Community College.

WHEREAS, the Foundation and College plan to make certain leasehold improvements to the facility, the parties agree that such improvements will become the property of the College.

WHEREAS, the Foundation agrees that any fixtures purchased and installed by the College will remain the property of the College. At the termination of this agreement, the College shall be allowed to remove such fixtures if such removal does not cause substantial damage to the facility.

THEREFORE, be it resolved by the College and the Foundation that the parties agree to the conditions set forth above.

\_\_\_\_\_  
President  
Frontier Community College Foundation

\_\_\_\_\_  
Chairman  
Board of Trustees  
Illinois Eastern Community College  
District #529

Adopted this 16<sup>th</sup> day of June 2020

Adopted this 16<sup>th</sup> day of June 2020

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Trustees  
Illinois Eastern Community College  
District #529

## FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT (“License”) is made this \_\_\_\_ day of November 2009, by and between Prairie State Generating Company, LLC, a Delaware limited liability company, (“Licensor”) and Illinois Eastern Community College an educational institution chartered by the State of Illinois (“Licensee”).

### WITNESSETH:

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the Licensor and Licensee agree as follows:

1. **Use of the Premises.** Subject to the terms and conditions contained herein, Licensor does hereby grant to Licensee a license to use the following described property (the “Premises”): the “mining portion” ( as identified by Licensor) of the Licensor’s training center located at 8955 County Highway 12, Venedy, IL 62214, including the parking facilities adjacent thereto.

2. **Term of License.** The term of this License shall continue from month to month until terminated as hereinafter provided. Either party may at any time terminate this License without penalty, upon 30 days advance written notice to the other party.

3. **Consideration.** In consideration of the use of the Premises, Licensee agrees to abide and cause its invitees and guests to abide by all safety rules, rules of conduct, parking and traffic rules, as well as any rules, codes, and standards of conduct of Licensee and to comply with all federal state and local laws.

4. **Insurance.** Licensee shall provide:

(a) Comprehensive commercial general liability and public liability insurance including premises liability with minimum limits of \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage.

(b) All policies other than those for Worker’s Compensation shall be written on an occurrence and not on a claims made basis. Workers compensation coverage in the amounts and with limits as required by applicable law.

(c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(d) All policies shall name Licensor as an additional insured on a primary, non-contributory basis.

5. **Condition of the Premises.** Licensee acknowledges that the Premises are leased “as is”, “where is” and Licensor shall have no obligations or liability with respect to the condition of the Premises.

6. **Indemnity.** Licensee shall indemnify Licensor against and hold, it and its parent company and Premises Owners, and each of their employees, officers, directors, members, representatives, and agents harmless from any and all loss or liability arising by reason of any use or condition of the Premises of any part thereof by Licensee, its guests, invitees, employees and representatives during the License term.

7. **Alterations, Repairs and Maintenance.** Licensor shall, from time to time and at any time and without liability to Licensee, have right to change, repair, or maintain the Premises and Licensee recognizes that such changes, repairs and maintenance may cause interruption to the use of the designated portion of the Premises. Licensor shall use reasonable efforts to minimize the disruption of the planned activities of Licensor. Licensee shall have no right to alter the Premises or add any fixtures without the prior written consent of the Licensor.

8. **Premises Owners.** As used herein, Premises Owners shall include the following entities:

**Indiana Municipal Power Agency**, a body corporate and politic and a political subdivision of the State of Indiana, having an office at 11610 North College Avenue, Carmel, Indiana 46032, **Missouri Joint Municipal Electric Utility Commission**, a body public and corporate of the State of Missouri, having an office at 2407 West Ash, Columbia, Missouri 65203, **Northern Illinois Municipal Power Agency**, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 333 Lincoln Highway, Rochelle, Illinois 62068, **Prairie Power, Inc.**, an Illinois not-for-profit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 2103 South Main Street, Jacksonville, Illinois 62651, **Kentucky Municipal Power Agency**, a joint public agency established pursuant to the laws of the Commonwealth of Kentucky, having an office at 1500 Broadway, Paducah, Kentucky 42002, **Lively Grove Energy Partners, LLC**, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, **AMP 369, LLC**, a Delaware limited liability company, created and existing under and by the virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, having an office at 701 Market Street, St. Louis, Missouri 63101, **Illinois Municipal Electric Agency**, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, having an office at 3400 Conifer Drive, Springfield, Illinois 62704, **Southern Illinois Power Cooperative**, an Illinois not-for-profit corporation, created and existing under and by the virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, having an office at 11543 Lake of Egypt Road, Marion, Illinois 62959, and **Prairie State Energy Campus Management Company**, an Indiana not-for profit corporation.

9. **Notices and Representatives.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following Representatives:

Licensor's Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensee's Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. **Assignment.** License shall have no right to assign, license, sublet or sublet the Premises.

IT WITNESS WHEREOF, the parties have executed this License in duplicate, the day and year first above written.

PRAIRIE STATE GENERATING COMPANY, LLC    ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Lease Agreement

THIS AGREEMENT, made and entered into by and between Ron E, Peach, hereinafter referred to as LESSOR, and The Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (IECC), of the Counties of Richland, Clark, Crawford, Clay, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, by and through its duly authorized representative, Terry Bruce, CEO, hereinafter referred to as LESSEE;

1. LESSOR is the owner of certain land located in Sections Eight (8) and Nine (9) of Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, Wabash County, Illinois, which premises lie in a generally Northeasterly direction from the City of Mt. Carmel.
2. LESSEE is the owner and operator of a certain radio station with call letters WVJC; which station operates and broadcasts on the campus of Wabash Valley College in the City of Mt. Carmel, a college within the IECC District, Wabash County, Illinois.
3. In order to provide better service for said radio station and its broadcasting activities, LESSEE wishes to erect, install and maintain a tower for transmission purposes upon a portion of land owned by LESSOR.
4. LESSOR wishes to enter into such lease and to allow the use of his land for the aforementioned purposes.

NOW, THEREFORE, the parties hereto do agree as follows:

- A. Leasing and Premises: For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sums hereinafter required to be paid and the mutual covenants and agreements herein contained, LESSOR does hereby lease, let and demise unto LESSEE the following described premises:

A part of Lot 15 of Sections 3, 4, 5, 8, 9 and 10, Township 1 South, Range 12 West of the Second Principal Meridian, Wabash County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 15, thence North 29° 00' West a distance of 1411.9 feet to an iron pin; thence North 60° 35' 12" East a distance of 384 feet to an iron pin being the point of beginning; thence North 60° 35' 12" East a distance of 50 feet to an iron pin; South 29° 00' East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence South 29° 00' East a distance of 137 feet to a point; thence South 60° 35' 12" West a distance of 450 feet to a point; thence North 29° 00' West a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence North 29° 00' West a distance of 567.2 feet to the point of beginning, containing 1.68 acres, more or less.

- B. Rental: The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.

- C. Term: The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. Possession: LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. Use of Premises: This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.
- F. Easement: LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:  
An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north 60° 35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.
- G. Taxes: LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.
- H. Repairs and Destruction of Improvements: LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and,

except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.

- I. Indemnification of Lessor: LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.
  
- J. Warranties and Representations: LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.
  
- K. Electrical Interference: LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.
  
- L. Default: In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice

have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.

- M. Waiver: The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. Notice: Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:  
LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863  
LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450
- O. Binding Effect: This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.
- P. Continuing Use of Tower: In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. Relocation of Equipment: LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.
- R. Removal of Property: At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.
- S. Authority: This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

IN WITNESS WHEREOF, this agreement has been executed in duplicate originals, any one of which may be considered as an original copy, on the dates set forth below.

\_\_\_\_\_  
Ron E. Peach  
"LESSOR"

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF WABASH     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Ron E. Peach.

\_\_\_\_\_  
Notary Public

ILLINOIS EASTERN COMMUNITY COLLEGE  
DISTRICT #529

By \_\_\_\_\_

Its     Chairman

ATTEST:

\_\_\_\_\_  
Its     Secretary

"LESSEE"

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF RICHLAND    )

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid do hereby certify that the Chairman, Board of Trustees, of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and Harry Hillis, Jr., personally known to me to be the Secretary of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officials, they signed and delivered the said instrument as Chairman and Secretary, of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and caused the seal of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 to be there affixed, pursuant to authority given by the Board of Trustees of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, as their free and voluntary act and deed of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Notary Public

## LEASE

This agreement is made this 18<sup>th</sup> day of August 2009, between the **Illinois Eastern Community College District No. 529**, as Lessor, and the **City of Olney, Illinois**, a municipal corporation, as Lessee:

The Lessor leases to the Lessee the following described premises situated in the City of Olney, County of Richland and State of Illinois:

The circle drive, median, and access road located near the Northwest corner of the intersection of Illinois Route 130 and St. John Street in the City of Olney, and a tract of land forty-seven feet (47') square located immediately west of said circle drive, as more particularly shown on the aerial photograph attached hereto and incorporated herein by reference.

To hold these premises unto the Lessee for a term of twenty (20) years beginning on the date of execution of this agreement, subject to the following terms and conditions:

**1. Renewal and Termination:** Lessor and Lessee each have the right to terminate this lease by giving the other party six months' written notice of the election to terminate. Lessee has the right to renew this lease for a further period of twenty (20) years on the same terms and rental by giving the Lessor six months' written notice of the election to renew. Any notice to the Lessor may be served by mailing a copy of the notice to the Lessor at 233 East Chestnut Street, Olney, Illinois 62450, or at such other place as the Lessor from time to time in writing may appoint. Any notice to the Lessee may be served by mailing a copy of the notice to the Lessee at 300 S. Whittle Avenue, Olney, Illinois 62450.

**2. Rental:** Lessee shall pay rent for the premises during the continuance of this lease at the rate of One Dollar (\$1.00) per year payable on the 1st day of January of each year during the term of this lease.

**3. Use of Premises:** The property shall be used by the Lessee for a park which shall include the location of an oil derrick thereon. The Lessee shall use the property only as permitted by the Zoning Ordinance and any other regulations of the City of Olney or any other governmental authorities. The Lessee shall keep the property in good order and repair as is required for other city parks. The Lessee shall have the right to make such alterations, additions and improvements on the premises as it shall deem necessary, provided that the Lessee shall not construct or allow to continue anything that is an eyesore or is in a dilapidated state.

**4. Assignment of Lease:** The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.

**5. Surrender of Premises:** Upon the termination of this lease, the Lessee shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this lease. All additions and improvements made during the term of this lease shall be regarded as removable fixtures which shall be removed prior to the termination of this lease. The Lessee specifically agrees to remove the oil derrick and any other additions and improvements at its own cost and without any obligation on the part of the Lessor to pay any of the costs of removal.

**6. Insurance:** The oil derrick and any other buildings or structures placed on the leased premises shall be insured by Lessee and the Lessee shall be solely responsible for the normal maintenance and repair of the buildings and structures. The Lessee shall provide general liability insurance for the protection of the public. The Lessee agrees to indemnify and hold the Lessor harmless from any and all liability as a result of the placement of the oil derrick and any other structures on the leased premises and the use of the leased premises for a city park.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

LESSOR:

ILLINOIS EASTERN  
COMMUNITY  
COLLEGE DISTRICT NO. 529

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

IECC Board Chairman

ATTEST:

\_\_\_\_\_  
IECC Board Secretary

City of Olney Mayor

ATTEST:

\_\_\_\_\_  
City of Olney Clerk

LESSEE:

CITY OF OLNEY, ILLINOIS

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

## AGREEMENT

**THIS AGREEMENT** is made and entered into this 18th day of June 2019, by and between Illinois Eastern Community College District #529 ("**Lessor**"), and Britton's Bullpen. ("**Lessee**").

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located in Noble, Illinois, commonly known as the West Richland Center and the West Richland High School; and

**WHEREAS**, Lessee desires to lease from Lessor the leased space defined as the baseball field and the softball field located North of the building. The baseball field and the softball field is in an area enclosed by fencing which is approximately 320 feet by 575 feet. The leased property also contains a batting cage, a 30 X 40 concrete building, and an 10 X 14 storage shed; and

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

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

1. In lieu of a cash rental, Lessee agrees to mow the outfields of the baseball and softball fields and maintain the baseball and softball infield spaces. Lessee shall also maintain the fences and spray so that weeds are controlled.
2. Lessor agrees to provide water and electricity sufficient to provide a maintenance of the baseball and softball fields.
3. Lessor hereby grants to Lessee, and its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement.
4. **Term: Termination.** This Agreement shall commence on July 1, 2019, and shall continue thereafter for an initial term of five (5) years. Notwithstanding, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days' notice to Lessor.
5. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default, then the other Party may upon written notice terminate this Agreement.

6. **Compliance with Applicable Law.** This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

7. **Insurance.** Lessee shall maintain in full force and effect during the Term of this Agreement Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and shall name Lessor as an additional insured. Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above.

8. **Notice.** Any notice to a Party required or permitted under this Agreement shall be in writing and notices shall be addressed to the parties as follows:

**Lessor:**

Illinois Eastern Community Colleges  
Attn: Chief Executive Officer  
233 East Chestnut Street  
Olney, IL 62450

**Lessee:**

Britton's Bullpen  
Attn: Phillip Britton  
1809 South Whittle Avenue  
Olney, IL 62450

9. **Independent Contractors.** The Lessees are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize the Lessee to act as an agent for the Lessor. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

10. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

11. **Entire Agreement; Amendments.** This Agreement contains all agreements, promises, warranties, representations, and understandings between the Parties regarding the subject matter hereof, and supersede all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

12. **Costs of Enforcement.** If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs, and expenses from the other Party.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**LESSEE:**

**ILLINOIS EASTERN COMMUNITY COLLEGE**

**BRITTON'S BULLPEN**

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

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

Name: \_\_\_\_\_

Name: Phillip Britton

Title: IECC Board Chairman

Title: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of June, 2019 (the “**Effective Date**”), by and between Illinois Eastern Community College / Lincoln Trail College (“**Lessor**”), and Wabash Telephone Cooperative, Inc. (“**Lessee**”). Lessor and Lessee are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located at \_\_\_\_\_, Robinson, Illinois (the “**Property**”);

**WHEREAS**, Lessee desires to lease from Lessor the Leased Space (defined below) on the Property;

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

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

A. **Equipment Space.** Lessor hereby leases to Lessee approximately 25 square feet of space in the telecommunications switch room lab within the telecommunications building (the “**Building**”), located on the Property, as more particularly described on *Exhibit A* (the “**Equipment Space**”). Lessee may construct, install, operate, modify, replace, make additions to, and repair and maintain an upright locking communications cabinet and communications equipment (collectively, the “**Colocation Facilities**”) within the Equipment Space. All costs, expenses and labor related to the Colocation Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Colocation Facilities.

B. **Ground Space.** Lessor hereby leases to Lessee approximately 100 square feet of ground on the Property, as more particularly described on *Exhibit B* (the “**Ground Space**”). Lessee may construct, install, operate, modify, replace make additions to, and repair and maintain an antenna tower structure (the “**Tower**”), communications cabinets and/or structures, antenna, dishes, base stations, transmission lines and cables, a generator, and other related telecommunications equipment and facilities (collectively, the “**Tower Facilities**”) within the Ground Space. All costs, expenses and labor related to the Tower Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Tower Facilities.

C. **Connection Space.** Lessee shall have non-exclusive rights of way on, over, across and under the Property (other than the Building) and in the Building in those areas designated on *Exhibit C*, or otherwise permitted by Lessor, to construct, install, operate, modify, replace make additions to, and repair and maintain wire, fiber, cables and conduit (the “**Connection Facilities**”) to connect the Facilities, to connect the Facilities to power sources, and to connect the Facilities to Lessor’s communications system located in the public right of way (the “**Connection Space**”).

D. **Leased Space.** Collectively, the Equipment Space, the Ground Space, and the Connection Space shall be referred to herein as the “**Licensed Space**”.

E. **Facilities.** Collectively, the Colocation Facilities, the Tower Facilities, and the Connection Facilities shall be referred to herein as the “**Facilities**”.

1. **Permits.** Lessee shall, at its sole cost and expense, obtain and maintain all necessary licenses, permits, and approvals for the installation, operation and use of the Facilities.

2. **Maintenance and Repair.** Lessee shall be responsible for proper maintenance of the Facilities in good condition and repair, and in compliance with all present and future laws, rules and regulations enforceable by the Federal Communications Commission (“**FCC**”), the Federal Aviation Administration (“**FAA**”), and other federal, state and local governmental authorities and agencies (“**Applicable Laws**”), at its sole cost and expense.

3. **Title to Facilities.** Lessee will maintain ownership of all Facilities and is responsible for all insurance, risk of casualty losses, and associated liability of ownership. Lessor acknowledges and agrees that Lessor waives and has no lien rights in the Facilities.

4. **Removal of Facilities.** Lessee may remove the Facilities from the Property at any time, whether all or any part of the same are deemed real or personal property. Within one hundred and twenty (120) days of the date of termination of this Agreement, Lessee shall remove all of its Facilities from the Property (except footings below three (3) feet), at Lessee’s sole cost and expense, and surrender the Leased Space completely and in good condition, reasonable wear excepted.

F. **Easement.** Lessor hereby grants to Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement, which includes, but is not limited to, the right at Lessee’s sole expense (a) to place Facilities on, over, across and under the Property (other than the Building) and in the Building; (b) to trim, cut and clear vegetation, trees, and undergrowth, and move earthen materials upon the Property; and (c) to enter and temporarily rest upon the Property, for the purposes set forth in this Agreement, including the right to bring in and use all necessary tools and machinery. The easement rights herein granted shall terminate upon termination or expiration of this Lease.

G. **Access.** Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents shall be entitled to unrestricted seven (7) days a week, twenty-four (24) hours a day access to the Leased Space and the Upgraded Power Supply pursuant to the maps and procedures set forth in **Exhibit D**.

H. **Upgraded Power Supply.** On or before the Commencement Date, Lessee shall provide Lessor with new batteries and rectifiers (the “**Upgraded Power Supply**”) to be located in telecommunications switch room lab. Throughout the Term of this Agreement, Lessee shall be responsible to maintain and/or replace the Upgraded Power Supply as necessary to provide Lessor with up to sixty (60) DC amps of power. The Upgraded Power Supply shall also be used by Lessee to operate its Facilities up to forty (40) DC amps of power. If Lessee requires more DC amp, any addition to the DC plan on behalf the Lessee shall Lessee’s expense.

I. **Right to Tower Space.** Subject to space availability and structural, wind and loading concerns with respect to the Tower, for so long as this Agreement is in effect, Lessor shall have the right, at no charge, (4) feet of vertical tower space on the Tower to place Lessor’s communications equipment; provided, however, that Lessor enters into a tower space license agreement with Lessee which shall address those matters that are commonly addressed in such agreements.

J. **Term: Termination.** This Agreement shall commence on August 1, 2019 (the “**Commencement Date**”), and shall continue thereafter for an initial term of ten (10) years (the “**Initial Term**”). This Agreement shall automatically renew for three (3) five (5) year terms (each a “**Renewal Term**”), unless Lessee provides notice to Lessor of its election to terminate this Agreement not less than one hundred and twenty (120) days prior to the conclusion of the then-current Term. The Initial Term and the Renewal Terms are collectively and individually referred to herein as the “**Term**”. Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days’ notice to Lessor.

K. **Taxes.** Lessee shall be solely responsible for payment of all sales or use taxes and assessments, and any other taxes hereinafter becoming due on account of or arising out of Lessee’s use of the Equipment Space and Ground Space, upon whichever Party they may be levied (“**Taxes**”); provided, however, each Party shall be responsible for their own personal property, real property and income taxes. In lieu of paying such Taxes, Lessee may provide Lessor with a tax exemption certificate acceptable to the taxing authority.

L. **Indemnification.**

1. Each Party (the “**Indemnifying Party**”) will indemnify, defend and hold harmless the other party, its affiliates and any of its or their shareholders, members, owners, officers, directors, employees, and contractors (“**Indemnified Parties**”) from and against any claims, actions, lawsuits, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property or bodily injury (including death) to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party, its employees, contractors, representatives, or agents.

2. The Indemnified Parties will (a) notify the Indemnifying Party promptly in writing of any claim or commencement of any action by third parties for which the Indemnified Parties alleges that the Indemnifying Party is responsible under this Section (“**Claim**”); and (b) tender the defense of such Claim to the Indemnifying Party. The Indemnified Parties also will cooperate in a reasonable manner with the defense or settlement of such Claim. The Indemnifying Party shall keep the Indemnified Parties reasonably and timely apprised of the status of the Claim. The Indemnified Parties shall have the right to retain their own counsel, at their expense.

3. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Parties of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a Claim or consent to judgment with regard to the same without the prior written consent of the Indemnified Parties which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Parties refuse such settlement or judgment, the Indemnified Parties shall, at their own cost and expense, take over the defense against the Claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Parties against the Claim for any amounts in excess of such refused settlement or judgment.

M. **LIMITATION OF LIABILITY.** NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR ANY OTHER ECONOMIC LOSS IN CONNECTION WITH

OR ARISING FROM ANY ACTS OR OMISSIONS HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

N. **WARRANTY DISCLAIMER.** THE EQUIPMENT SPACE AND GROUND SPACE ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

O. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default (an “*Uncured Event of Default*”), then the other Party may upon written notice terminate this Agreement.

P. **Compliance with Applicable Law.** This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

Q. **Insurance.** Lessee shall maintain in full force and effect during the Term of this Agreement the following policies of insurance, which in the case of *Sections 17.2 and 17.3* shall name Lessor as an “additional insured”:

1. Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident/ occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.

3. An umbrella policy of not less than Two Million Dollars (\$2,000,000.00).

4. Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above, reasonably acceptable to Lessor, reflecting all such coverages. Le

R. **Notice.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required. Notices will be deemed given on the date of receipt if delivered pursuant to method (a), the next business day after mailing if sent pursuant to method (b), and upon receipt or refusal of receipt if sent pursuant to method (c). Notices will be addressed to the Parties as follows, or to such other address designated by notice to the other Party:

**Lessor:**

Wabash Telephone Cooperative, Inc.  
Attn: Dave Frigen  
210 S. Church St.  
Louisville, IL 62858

**Lessee:**

Illinois Eastern Community College /  
Lincoln Trail College  
Attn: \_\_\_\_\_  
11220 State Hwy 1  
Robinson, IL 62454

S. **Assignment.** Notwithstanding anything to the contrary contained in this Agreement, Lessee shall not have the right to assign all or any part of its interest in this Agreement to any other person or entity, without the express prior written consent of Lessor; *provided, however*, upon prior written notice to Lessor, Lessee shall be permitted to assign its rights and obligations under this Agreement to a person or entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise, or to any person or entity which is directly or indirectly (through one or more subsidiaries) Controlled by, Controlling or under common Control with Licensee (an "*Affiliate*"). "*Control*" means: (i) holding fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; or (ii) ownership of at least fifty percent (50%) of the voting power or voting equity of such entity; or (iii) having sole or shared management of a general partner or member of such entity; or (iv) regardless of the percentage ownership interest held, having the ability to appoint a majority of the board of directors, managers or other governing body of such entity or otherwise direct management policies of such entity by contract or otherwise.

T. **Quiet Enjoyment.** Lessor represents and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Property; (iii) Lessee shall have quiet enjoyment of the Property throughout the Term of this Agreement; (iv) Lessor will not intentionally disturb Lessee's occupation of the Property as long as Lessee is not in default under this Agreement; and (v) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

**U. Miscellaneous.**

1. **Authority.** Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement; and (b) the person executing this Agreement on its behalf has been duly authorized to bind said Party hereto.

2. **Independent Contractors.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize either Party to act as an agent for the other Party. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

3. **Binding Effect.** The terms, conditions and agreements made and entered into by the Parties hereto are declared and agreed to be binding upon and inure to the benefit of the Parties' respective successors and/or permitted assigns.

4. **Third Party Beneficiaries.** This Agreement shall not provide any person that is not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

5. **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

6. **Headings.** The titles to sections of this Agreement are not part of the same and shall have no effect upon the construction or interpretation of any part thereof.

7. **Non Waiver.** The failure of either Party to insist on strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement will not waive such rights and such Party will be permitted to enforce such rights at any time and take such actions as may be lawful and authorized under this Agreement, whether at law or in equity. No express waiver by any Party shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenants, term, or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

8. **Survival.** The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination of this Agreement (e.g., **Section 9**, Indemnification; **Section 10**, Limitation of Liability; **Section 14.5**, Liability Upon Termination) will survive the termination of this Agreement.

9. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of the Agreement will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

10. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law provisions.

11. **Entire Agreement; Amendments.** This Agreement contains all agreements, promises, warranties, representations and understandings between the Parties regarding the subject matter hereof, and supersedes all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

12. **Costs of Enforcement.** If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs and expenses from the other Party.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures are acceptable and shall be given the same effect as the original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**LESSEE:**

**WABASH TELEPHONE COOPERATIVE, INC.**

**ILLINOIS EASTERN COMMUNITY  
COLLEGE / LINCOLN TRAIL COLLEGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made as of January 14, 2015, by and between Illinois Eastern Community Colleges District No. 529/Frontier Community College, hereinafter referred to as Frontier and the Fairfield Park District of Fairfield, Illinois, a unit of local government, located in Fairfield, Illinois, hereinafter referred to as the Park District.

WITNESSETH:

WHEREAS, the Park District, as Lessee holds two leaseholds expiring December 31, 2022, unless sooner cancelled by the Lessors, covering three softball/baseball diamonds located at Southwest Park, Fairfield, Illinois, and this agreement concerns the middle softball diamond; and

WHEREAS, the parties hereto are desirous of developing said softball diamond for the mutual benefit of the students of Frontier and the residents of the Park District as a recreational facility; and

WHEREAS, the Park District has made numerous improvements to the softball diamond to accommodate the requirements of Frontier for college level softball and Frontier has agreed to reimburse the Park District for these improvements; and

WHEREAS, the parties have agreed to these improvements and hereby agree that the improved softball diamond shall continue to be leased and managed by the Park District pursuant to the terms of this Agreement:

WHEREAS, Article 8, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS the parties have determined that it is in the best interests of the students of Frontier and the residents of the Park District, for the parties to enter into this Agreement with respect to the modification and improvement of the softball diamond and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Modifications Required by Frontier for College Level Usage of the Softball Diamond**

Frontier shall, at its sole expense, make all necessary changes to the softball diamond to comply with college requirements. Said changes shall be agreed to and made in cooperation with the Park District. The Park District and Frontier have agreed upon a basic list of required changes and such changes have been made as agreed. Frontier agrees to pay for these modifications. Once the softball diamond modifications have been fully executed, Frontier shall assume sole responsibility for the maintenance and upkeep of the softball diamond as contained within the existing fencing, and including such fencing and related poles. Frontier and the Park District agree to discuss and mutually agree upon development of any improvements beyond and outside of the existing fence, including but not limited to, bleachers, structures, and signage. It is anticipated that such improvements will be done at the expense of Frontier.

## **2. Scheduling and Shared Use of the Softball Diamond**

Priority shall be given to the use of the softball diamond by Frontier. Use of the softball diamond shall be scheduled between the designated representative of the Park District and the designated representative of Frontier. The Park District and Frontier shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. Frontier shall have staff in attendance at Frontier usage for purpose of supervision when the softball diamond is used for Frontier purposes. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of Frontier with regard to such issue shall be final, but Frontier shall give due deference to the Park District in decisions. All other disagreements are covered by paragraph 7 of this agreement.

## **3. Liability Insurance and Indemnification**

Each of the parties hereto shall maintain general liability insurance having liability limits in an amount not less than One Million Dollars (\$1,000,000.00) in force at such party's expense at all times during the term of this agreement and shall name the other party as an additional insured with respect to such policies of insurance. Proof of such insurance shall be given by each party by way of a certificate of insurance to be provided to the other party no less frequently than annually and when otherwise requested by the other party.

The Park District agrees to defend, indemnify and hold harmless Frontier, its officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of the Park District's use of the facility and by the general public of the facility, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of Frontier.

Frontier agrees to defend, indemnify, and hold harmless the Park District, its Commissioners, officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of Frontier's use of the facility, when scheduled for use by Frontier, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of the Park District.

## **4. Terms of Agreement**

This Agreement shall be effective upon execution hereof by both of the parties hereto after approval by their respective governing boards and shall continue for the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessor's. Unless either party notifies the other within the last year of this agreement, this agreement shall terminate at the date specified. If neither party exercises its right of termination or extension of the initial term or of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the Park District.

## **5. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

## **6. Amendment**

This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended duly upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

## **7. Arbitration**

It is hereby agreed that in case of any disagreement or difference shall arise at any time hereafter between the parties hereto, or any person claiming under them, in relation to this Agreement, either as the construction or operation thereof or the respective rights and liabilities there under, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by each party to this Agreement, and the third to be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator and served written notice thereof upon the other party requiring it to appoint an arbitrator, then the arbitrator so first appointed shall have the power to proceed to arbitrate and determine the matters of this Agreement or difference as if he were the arbitrator appointed by both the parties hereto for that purpose, and his decision in writing shall be final, provided such decision shall be made within twenty (20) days after the reference of said arbitrators. All decisions of the arbitrators shall be binding upon the parties hereto as if entered by a court of competent jurisdiction.

## **8. Notices**

All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service as follows:

If to the Park District:

Board Chairman  
Fairfield Park District  
Fairfield, IL 62837

If to the College:

Chief Executive Officer  
233 East Chestnut Street  
Olney, IL 62450

In the event of the change of either of the above addresses, to the party whose address changes shall notify the other party in writing of such change and the new address.

## **9. Severability**

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

**10. Waiver of Performance**

The waiver by either party of any term, covenant or condition herein, or the failure of such party to insist upon strict and prompt performances therewith, shall not be deemed or construed to constitute a waiver of such terms, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

**11. Governing Law and Exclusive Jurisdiction**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

**12. Authority of Officers**

Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

**FAIRFIELD PARK DISTRICT, FAIRFIELD, ILLINOIS, A UNIT OF LOCAL GOVERNMENT**

BY: \_\_\_\_\_  
Board Chairman

ATTEST: \_\_\_\_\_  
Board Clerk

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

BY: \_\_\_\_\_  
Board Chairman

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

**LEASE AGREEMENT**  
**BETWEEN**  
**C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION**  
**(WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM)**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of July 2022 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known at 305 Northwest St. Room 208 A, Olney, Illinois 62450, and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2022, through June 30, 2024, and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Five-Thousand, Four-Hundred Dollars (\$5,400.00) for the entire term of this lease. The rent shall be paid in monthly installments of \$225.00. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225.00 will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least One Million Dollars (\$1,000,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: C.E.F.S. Economic Opportunity Corporation**

1805 South Banker Street  
Effingham, IL 62401-0928

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

Its: Kevin Bushur, Chief Executive Officer

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut  
Olney, IL 62450

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

Its:

## LEASE AGREEMENT

BETWEEN

ASSIST

(A Regional Office of Education Truant and Alternative Education Program)

AND

ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of August 2023 between the Illinois Eastern Community Colleges District #529 whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and ASSIST Program (A Regional Office of Education 12 Truant and Alternative Education Program), whose address is 103 W. Main St, Olney, IL 62450 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of three classrooms at Olney Central College on the second floor of Wattleworth Hall, and two office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilitates for the facilitation of the ASSIST program to allow local residents to have access to educational opportunities for children grades 6<sup>th</sup>-12<sup>th</sup>.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2023, through May 31, 2024, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew May 31, 2024, at the end of the initial lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Four Thousand Eight Hundred Dollars (\$4,800) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs, as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall, under the terms of this Lease Agreement, ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied. The LESSEE shall under the terms of this Lease Agreement repair or replace damage to any portion of the leased space identified above during the term of this lease at LESSEE expense.
  
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used.
  
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed \_\_\_\_\_.

**LESSEE: Regional Office of Education #12**

By: \_\_\_\_\_  
Its: Cathy Croy, Regional Superintendent  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Ryan Gower, Chancellor  
CORPORATE SEAL

WITNESS:

\_\_\_\_\_

## FACILITIES AGREEMENT

810 LEININGER ROAD, FAIRFIELD, ILLINOIS

Oct, 2022

**PLAN:** ILLINOIS EASTERN COMMUNITY COLLEGE [IECC] and FRONTIER COMMUNITY COLLEGE [FCC] WILL CONDUCT A TRUCK DRIVING TRAINING ON THE SITE OWNED BY FIRST BRANDS GROUP, LLC [FBG] LOCATED AT 810 LEININGER ROAD, FAIRFIELD, ILLINOIS

### RESPONSIBILITIES:

- First Brands Group, LLC will provide to Frontier Community College and Illinois Eastern Community College FBG'S authorization and permitted use of the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for FCC's and IECC's training and instruction of the College's truck driving training and related instruction.
- FCC and IECC will be responsible for any required sealing and stripping of the parking lot required for the operation of the Colleges' truck driving training and instruction.
- FCC and IECC will provide curriculum and instructors and FCC and IECC will register all students and collect program tuition and fees.
- FCC and IECC will provide for the benefit of FBG and for the benefit of FCC and IECC and each student, faculty member or other college personnel participating in the program and engaging in any activities at the Facility, professional liability and comprehensive general liability insurance, which shall be primary insurance in the amount of one million dollars per occurrence.
- FCC and IECC shall maintain workers compensation insurance for all faculty members and College personnel providing services at the Facility as required by the Illinois Workers Compensation Act.
- This contract will be in effect throughout the duration of the training and instruction conducted by FCC at the 810 Leininger Road, Fairfield, Illinois location from Oct, 2022 through Oct, 2024. At the end of the contracted period this Agreement can be extended upon agreement of both parties. In the event FCC and IECC determine to cease usage for student training or instruction at FBG's facility at 810 Leininger Road, Fairfield, Illinois, this Agreement may be terminated upon thirty (30) days' written notice to the First Brands Group.

**FEE FOR SERVICES:** No fees will be exchanged for the use of the facility.

Signed,

**FIRST BRANDS GROUP, LLC**

By Curt Kenley

Date: 10/26/22

**ILLINOIS EASTERN COMMUNITY COLLEGE**

By [Signature]

Date: 11/2/22

**FRONTIER COMMUNITY COLLEGE**

By Arnell R. Egan, Jr.

Date: 10-26-2022

## Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") made and entered by and between THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES (hereinafter called "CMS") and Illinois Eastern Community College (hereinafter called "Partner").

### RECITALS

WHEREAS, CMS, created the Illinois Century Network ("ICN") by 20 ILCS 3921/1-20, owns, manages, and maintains a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide service to Illinois citizens; and

WHEREAS, CMS through the ICN provides Intermediate Light Amplification ("ILA") sites to interconnect fifteen major Local Access and Transport Areas ("LATA") in Illinois, each of which has multiple high-speed connections to the Internet; and

WHEREAS, CMS desires to co-locate ILA space and Partner desires to provide said space in the Partner Building;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

**Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

**Events of Default:** Events of default ("Events of Default") include, but are not limited to, the failure of either party to supply the services identified in Exhibit A and required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:

- A. Action or failure to act which affects the safety or welfare of employees, staff or contractors of either party;
- B. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
- C. Failure to supply any portion of the services herein at the time fixed for performance and in the manner specified herein;
- D. Discontinuance of the supply of the services for reasons not beyond a party's reasonable control; or
- E. Failure to materially comply with any term of this Agreement.

**Remedies:** The occurrence of any Event of Default which the defaulting party fails to cure within sixty (60) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within sixty (60) calendar days after notice, the defaulting party fails to commence and continue diligent efforts to cure, shall permit the non-defaulting party to declare defaulting party in default. Whether to declare Vendor in default is within the sole discretion of the Chief Purchasing Officer. The Partner's sole and exclusive remedy for any default by CMS is to terminate this Agreement pursuant to the Termination section below.

If CMS becomes aware of equipment related issues, CMS agrees to contact Partner regarding any such issues and explain the nature of the event along with basic estimates of when these problems will be resolved. CMS also agrees to work with Partner to resolve all outages as quickly as possible considering the criticality of the issue. CMS agrees to use commercially reasonable efforts to resolve all other events within 15 business days. Upon resolution, CMS agrees to contact Partner with an explanation of all events so that open trouble tickets may be closed. If the event is related to the physical connection between the Partner network and the ICN's Partner ILA, Partner will be responsible for resolving the problem.

**PURPOSE OF AN ICN ILA:** Entities connecting to an ICN ILA have access to all other entities connected to the ICN and also to the commercial Internet. In addition to connectivity, CMS reserves the right to offer other advanced network services as needed to the entities, which it serves. This Agreement is being executed to enable CMS to maintain an ILA for the ICN in space provided by Partner.

**TERM:** The term and commencement date of this Agreement shall be for the period of twenty (20) years and shall commence on the date signed by CMS. Additions, deletions or modifications of the Agreement will not affect the commencement date and must be in writing. Nothing in this Agreement shall be considered to interfere with the right of CMS to own and control the equipment placed by CMS at Partner site and is and will remain the exclusive property of CMS and may be removed by CMS at any time. In addition, Partner agrees to grant CMS an option to renew this lease for an additional ten (10) year period unless Partner has terminated this Agreement as described herein. Such option will be under the same terms and conditions and executed in writing by CMS at least ninety (90) days prior to the end of the lease period.

**TERMINATION:** Either party to this Agreement may terminate this Agreement by providing six (6) months notice thereof, in writing by registered mail to the other party. This notice shall specify the first day of the month in which the Agreement shall terminate. This date will be the day upon which CMS shall have removed all the equipment (including racks, cables and other auxiliary equipment) at the Partner site. It is understood that CMS property is the property of the State of Illinois and must, by law, be accounted for in any and all situations.

**AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This Agreement is contingent upon and subject to the availability of funds. CMS, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases CMS's funding by reserving some or all of the CMS's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) CMS determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Partner will be notified in writing of the failure of appropriation or of a reduction or decrease.

**INSTALLATION:** The equipment of CMS to be attached to and installed for the purpose of creating a regional ICN POP at the Partner site may be placed in operation at CMS's discretion. All equipment (including racks, cables, and other auxiliary equipment) installations must be coordinated with Partner. If Partner installs Partner owned equipment in the joint CMS/Partner site, then Partner must coordinate these installations with CMS. CMS shall not install any equipment other than that specified under this Agreement without prior written approval from Partner.

**SUPERVISION OF SITE ENGINEERING:** While CMS/ICN retains exclusive engineering supervision over all CMS owned equipment, Partner shall have the right to supervise the installation of all CMS equipment to insure that CMS/ICN equipment does not interfere with any Partner network operations. This supervision shall include: (a) review for Partner network

acceptability of equipment to be installed by the CMS/ICN; (b) review of engineering specifications; (c) establishment of standards and practices consistent with and necessary for avoidance or elimination of interference with co-located Partner owned equipment or networks, and (d) review of protective devices and back-up power systems being installed by CMS/ICN. If CMS owned equipment causes interference and this interference cannot be eliminated within a reasonable length of time, not to exceed 48 hours, Partner may require CMS to cease using the equipment that is causing the interference except for short tests necessary for the elimination of interference. CMS shall comply with all required federal and state regulations. CMS shall be responsible to Partner for any additional costs associated with meeting required federal and state regulations if these costs are directly attributable to the installation of the CMS owned equipment in the Partner site.

**MAINTENANCE:** During the term of this Agreement, CMS shall service and maintain at the cost and expense of CMS all CMS owned equipment installed at the Partner. Partner shall allow CMS service personnel unlimited 24x7 access during the term of this Agreement. CMS shall furnish to Partner a list of authorized personnel who will install and maintain CMS owned equipment. Partner shall be responsible for maintenance of the building, the equipment room, and air conditioning and environmental systems and shall keep them in good operating condition. Upon termination or expiration of this Agreement, CMS will surrender the space to Partner in good condition except for reasonable wear and tear.

**NOTICE:** During the term of this agreement, each party shall provide the other advance notice of any scheduled maintenance that would preclude either party from providing the services as described in this agreement. This maintenance should be performed within the evening maintenance window for CMS. This notice shall occur via the contacts identified in Exhibit B, or through communications procedures mutually agreed to during the term (See COMMUNICATION). Requirements in this paragraph will in no way effect the timeliness of emergency maintenance and repair by either party.

**COMMUNICATION:** During the term of this agreement, CMS and Partner will mutually define and utilize a communications method to facilitate the expedient execution of this agreement.

**INSURANCE:** During the term of this Agreement, CMS will insure all CMS owned equipment installed at the Partner site. The insurance will provide coverage against all risks of direct physical loss or damage from any external cause with the customary perils as may be available from the State of Illinois insurance plan. In the event said equipment shall be destroyed or damaged from any cause or peril not resulting from the act, neglect, cause or negligence of Partner, the Partner shall not be liable or responsible for the destruction or damage to the equipment owned by CMS and installed at the Partner site. Partner shall maintain good and sufficient liability and property damage insurance for the space leased hereunder.

**LIABILITY FOR SERVICE OUTAGE:** Partner shall not be liable to CMS or ICN customers for any interruption of service due to electrical power or air conditioning interruptions either planned or unplanned, or for vandalism, fire or other service interruptions. CMS shall not be liable to Partner for any interruption of service due to electrical power or air conditioning interruptions either planned or unplanned, or for vandalism, fire or other service interruptions, which may occur anywhere on the ICN network, and affect services provided to Partner under this Agreement.

**WAIVER:** Failure or delay on the part of Partner or CMS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**SUBLETTING AND ASSIGNABILITY:** No sublease of the space at Partner site or assignment in whole or in part of this Agreement by CMS shall be binding upon Partner without its written consent. CMS shall use the Partner site for the purpose of providing an intelligent ILA site that allows constituent entities as permitted by Illinois statute and State agencies access to CMS. CMS shall be permitted to arrange for constituents to co-locate equipment within CMS leased

space in accordance with all other terms of this Agreement.

**ADDENDUM:** An Addendum may be made or modified from time to time as required under the terms of the Agreement. Each modification shall be dated and signed by the parties hereto and incorporated herein by reference.

**TECHNICAL POINT OF CONTACT:** Both CMS and Partner will name a primary and secondary technical point of contact for maintaining communications between the two parties. This information will be updated as Exhibit B.

**PEERING:** To reduce the amount of traffic routed from the POP site to the Internet, Partner and CMS/CN shall agree to exchange IP traffic bound for their respective networks.

**LAWS OF ILLINOIS:** This Agreement shall be governed in all respects by the laws of the State of Illinois.

In Witness whereof, the parties hereto have executed this Agreement as of the latest date set forth below.

**Illinois Easter Community College**

Terry L. Bruce 6/5/13  
Authorized Signature Date

Terry L. Bruce  
Printed Name

CEO/IECC  
Title

**Central Management Services**

Malcolm Weems by Jonelle Brent 6/18/13  
Authorized Signature Date

Malcolm Weems by Jonelle Brent  
Printed Name

Director by BCCS COS  
Title

**Attachments:**

- Exhibit A:** Definition and Value of Services Being Exchanged
- Exhibit B:** Primary and Secondary Technical Points of Contact
- Exhibit C:** Scope of Work (or separate document)
- Exhibit D:** Invoice Material and/or Labor Costs for the Installation (or separate document)

**EXHIBIT A**  
**DEFINITION AND VALUE OF SERVICES BEING EXCHANGED**

Partner shall provide CMS with the following:

- Invoicing and execution of the Scope of Work document, attached.
- Space for Equipment Racks (294 Sq Ft) for the placement of CMS owned standard communications equipment located at:  
11220 State Highway 1  
Robinson, IL 62454
- Power to support the equipment installed by CMS.  
Electrical needs: two ea 15amp circuits with NEMA L5-15R outlets, two ea 5-20 amp quad outlets with universal plate, one earth ground with 6 gage wire, and one 100 amp 2 pole feed.
- Access to Building Demarc for network egress.
- Connectivity to an UPS systems & emergency backup generator sufficient to meet CMS's electrical needs as specified by CMS.
- A fire suppression system appropriate for electronic equipment.
- HVAC in good operating condition sufficient to maintain all ICN equipment within appropriate operation temperatures.
- Appropriate security measures to restrict access to individuals authorized by CMS.
- Unescorted access on a 24x7 basis for individuals authorized by CMS.

The estimated value of the Partner's services is \$818.00 per month.

CMS shall provide Partner with the following:

- In lieu of monetary payment, CMS will provide Partner with ICN services, which services shall be mutually agreed upon by the parties, valued at \$818.00 per month. Partner shall have the option to select any combination of ICN services.
- Connectivity to the ICN through a port on network equipment located in space provided to CMS through this Agreement. This port will be under the management of CMS through ICN.
- As the CMS cost recovery model changes, Partner may be eligible for a bandwidth/services review. It is the responsibility of Partner to initiate this review by contacting CMS via the appropriate RTC.
- Internet bandwidth provided to Partner at a per MB cost described in the current Service Agreement pricing maintained by CMS for all constituencies in the state. The total bandwidth (or services) provided by CMS to Partner is described as an estimated value for services, above. If the cost recovery model that CMS maintains changes in any way, Partner may request CMS to re-evaluate the value provided by CMS and the bandwidth or services may be modified in order to provide services that are equivalent to the considerations provided by Partner.
- Partner and CMS may mutually agree to permit Partner to be compensated by CMS through the providing by CMS of space to Partner at other POP facilities maintained by CMS throughout the state. These facilities would provide network access, emergency power, UPS support, and physical security at no additional cost to Partner. CMS will determine the value of the alternate space(s) and provide that to Partner in writing prior to any mutual Agreement to modify the specific services that CMS is providing to Partner hereunder.
- Partner and CMS may mutually agree to permit Partner to be compensated through a combination of bandwidth, services and space at other POP facilities at Partner's request. CMS will determine the value of the services and provide that to Partner in writing prior to any mutual Agreement to modify the specific services that CMS is

providing to Partner hereunder.

- CMS agrees to the remote monitoring of all CMS owned or operated ICN network electronics for equipment or circuit failures, network problems or sub-optimization. If these events occur, CMS agrees to contact Partner regarding these events and explain the nature of the event along with basic estimates of when these problems will be resolved. CMS agrees to use commercially reasonable efforts to resolve all outages within 48 hours of notification or discovery. CMS also agrees to contact Partner with an explanation of all events so that open tickets may be closed. If the event is related to the physical connection between the Partner network and the Partner provided connection, Partner will be responsible for resolving the problem.
- CMS will require, over time, additional services to properly administer the CMS facility. Services that Partner may provide CMS will be billed to CMS on one-time as-requested basis via quotes requested by CMS and provided to CMS by Partner.
- To pay all the costs of material and labor necessary for the installation of an ILA site as described in the scope, a copy of which is attached hereto as Exhibit C. CMS will pay Partner in advance for the material and labor necessary to complete the installation of the ILA site based on firm cost estimates provided to and approved by CMS prior to the time that materials are purchased or labor is performed. Material and/or labor costs for the installation of the ILA site shall not exceed the cost estimate(s) pre-approved by CMS without the written consent of CMS. All other costs will be paid by CMS upon receipt of an invoice and in accordance with the State Prompt Payment Act (30 ILCS 540).

**EXHIBIT B  
PRIMARY AND SECONDARY TECHNICAL POINTS OF CONTACT**

<b>Illinois Easter Community College (Lincoln Trail College)</b>	
Primary Technical Contact	Alex Cline
Title	Director, I.T.
Address	233 E. Chestnut
Phone	618-879-9470
After hour contact #	618-354-8468
Secondary Technical Contact	Paul Tait
Title	Systems Admin
Address	233 E. Chestnut
Phone	618-879-9403
After hour contact #	618-843-4357

<b>Central Management Services / Illinois Century Network</b>	
Primary Technical Contact	Lisa Koltun
Title	Information System Analyst
Address	120 W. Jefferson Floor 1 NOC Springfield, IL 62702
Phone	217.558.1111
Email Address	Lisa.koltun@illinois.gov
After hour contact #	800.366.8768 Option 2
Secondary Technical Contact	Brian Wanless
Title	Information System Analyst
Email Address	Brian.wanless@illinois.gov
Address	120 W. Jefferson Floor 1 NOC Springfield, IL 62702
Phone	217.558.1111
After hour contact #	800.366.8768 Option 2
CMS HelpDesk (CMC)	HelpDesk
Title	HelpDesk
Email Address	Cms.bccs.icn.cmc@illinois.gov
After hour contact #	800.366.8768 Option 2

# **Exhibit C**

## **Scope of Work – Robinson PRV 31376**

CMS/ICN is seeking approval to purchase the following as part of ARRA project for ILA site Robinson - Lincoln Trail College:

- HVAC Carrier Air Conditioner System
- Concrete Pad for Generator
- Electrical to Generator hookup
- Room Fire code drywall and doors
- Ladder Racks and Computer Rack Wiring to Breaker Box Wiring
- Ground Plane – Installation of grounding planes to outside ground rods and grounding of each rack and equipment to grounding planes
- Installation of Natural Gas line to Generator

These items will be used at the ICN (Illinois Century Network) Lincoln Trail College ILA to run fiber and DWDM equipment in a protected environment. This equipment is a needed item to be able to keep the IBOP Project moving forward without creating problems while protecting the equipment used to run fiber equipment. The fiber infrastructure will link together disparate public and private networks throughout the state to provide affordable access to commodity Internet, private peering locations and research networks.

*Exhibit D*

Name	Date	Total Price	Notes
MilesTek	12/14/2011	\$485.50	Jack's Budget
Chester's Lock Shop	1/26/2012	\$530.00	LTC Maintenance Budget
Crawford Electric heating&Air	10/24/2011	\$7,950.00	Jack's Budget
Horrall Electric Inc.	12/14/2012	\$9,332.46	Jack's Budget
R&L Ready Mix Concrete	12/29/2011	\$267.00	LTC Maintenance Budget
Green Construction	1/23/2013	\$1,462.79	LTC Maintenance Budget
Anixter	12/14/2012	\$33.25	Jack's Budget
Niehaus Home Center	12/20/2011	\$590.31	LTC Maintenance Budget
Niehaus Home Center	12/27/2011	\$26.58	LTC Maintenance Budget
Niehaus Home Center	12/29/2011	\$14.49	LTC Maintenance Budget
Niehaus Home Center	1/3/2012	\$73.28	LTC Maintenance Budget
Niehaus Home Center	1/4/2012	\$39.20	LTC Maintenance Budget
Niehaus Home Center	1/19/2012	-\$32.95	LTC Maintenance Budget
Niehaus Home Center	12/23/2011	\$160.00	LTC Maintenance Budget
Sub Total		\$20,931.91	
<b>LABOR</b>			
<b>Name</b>	<b>Date</b>	<b>Total Hours</b>	
Labor for Jack Dunn	10/16/2012	\$217.52	Jack's Budget
Mileage for Jack Dunn		\$149.85	Jack's Budget
Labor for Larry Johnson	10/16/2012	\$60.00	
Labor for Larry Johnson	12/12/2011	\$60.00	
Labor for Larry Johnson	12/13/2011	\$90.00	
Labor for Larry Johnson	12/14/2011	\$90.00	
Labor for Larry Johnson	12/15/2011	\$120.00	
Labor for Larry Johnson	12/16/2011	\$90.00	
Labor for Larry Johnson	12/26/2011	\$120.00	
Labor for Larry Johnson	12/27/2011	\$120.00	
Labor for Larry Johnson	12/28/2011	\$120.00	
Labor for Larry Johnson	12/29/2011	\$90.00	
Labor for Jared Jenkins	12/12/2011	\$34.00	
Labor for Jared Jenkins	12/13/2011	\$51.00	
Labor for Jared Jenkins	12/14/2011	\$51.00	
Labor for Jared Jenkins	12/15/2011	\$68.00	
Labor for Jared Jenkins	12/16/2011	\$51.00	
Labor for Jared Jenkins	12/26/2011	\$68.00	
Labor for Jared Jenkins	12/27/2011	\$68.00	
Labor for Jared Jenkins	12/28/2011	\$68.00	
Labor for Jared Jenkins	12/29/2011	\$51.00	
		\$1,837.37	
Grand Total		\$22,769.28	

*Alex Clin* 4-9-13

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 20, 2023  
RE: Board Resolution - The Terry L. Bruce West Richland Center

Terry L. Bruce has had a significant and lasting impact on the residents, employees, and students of Illinois Eastern Community College District #529. He served as an elected official (Illinois State Senator and US House of Representatives) for 22 years, and as the CEO of our District for 23 years. When he assumed the role of the CEO, the District's finances were in disorder, the leadership of the Colleges were not working collaboratively, the relationship between the faculty association and administration was poor, and the morale of the employees was low. The job was not easy, but over 23 years of service, he mended fences and provided astute and judicious leadership to navigate difficult periods in our history.

The attached Board Resolution makes clear his contributions and this Board's desire to recognize his service by renaming the West Richland Center as The Terry L. Bruce West Richland Center.

I would ask for the Boards approval of this Board Resolution to honor and appreciate the service of Mr. Bruce.

RG/sc

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
BOARD RESOLUTION**

**June 20, 2023**

**WHEREAS, Terry L. Bruce** has deep and meaningful connections to Illinois Eastern Community College District #529 that extend to the day of his birth in Olney, IL on March 25, 1944; and

**WHEREAS, Terry L. Bruce** has made significant and lasting contributions to the communities within the geographic boundaries of Illinois Eastern Community College District #529 through more than two decades of service as an elected Illinois State Senator and elected member of the United States House of Representatives; and

**WHEREAS, Terry L. Bruce** provided exemplary leadership and service to Illinois Eastern Community College District #529 during his twenty-three year appointment as the Chief Executive Officer; and

**WHEREAS,** in his capacity as Chief Executive Officer, **Terry L. Bruce** was a faithful steward of the public trust and ensured residents of Illinois Eastern Community College District #529 had access to an affordable and exceptional educational experience; and

**WHEREAS,** the actions of **Terry L. Bruce** as an Illinois State Senator, member of the United States Congress, and Chief Executive Officer of Illinois Eastern Community College District #529, positively influenced the lives of countless individuals; and

**WHEREAS,** it is the desire of the Board of Trustees of Illinois Eastern Community College District #529 to honor **Terry L. Bruce** and commemorate his legacy by renaming the West Richland Center in Noble, IL in his honor; and

**WHEREAS,** the renaming of The West Richland Center in Noble, IL will serve as a lasting tribute to **Terry L. Bruce's** extraordinary contributions and inspire future generations to embody the values and ideals for which he stands;

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Trustees of Illinois Eastern Community College District #529 do officially and enthusiastically approve the renaming of **The West Richland Center** to **The Terry L. Bruce West Richland Center**, and;

**BE IT FURTHER RESOLVED**, that the naming of the Terry L. Bruce West Richland Center shall take effect immediately upon the adoption of this resolution, and all necessary steps shall be take by the administration to update institutional records, signage, and related materials to reflect the importance and significance of this action, and;

**BE IT FURTHER RESOLVED**, that the Board and current and former employees of Illinois Eastern Community College District #529 express our deep and sincere appreciation to **Terry L. Bruce** for his friendship as well as his steadfast leadership, unassuming service, and immeasurable impact on the lives of the residents of Illinois Eastern Community College District #529.

This resolution is adopted by the Illinois Eastern Community College District #529 Board of Trustees, and in full force and effect on this date of June 20, 2023.

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Chairman, Board of Trustees  
Illinois Eastern Community College  
College District #529

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Secretary, Board of Trustees  
Illinois Eastern Community College  
College District #529

## BID COMMITTEE REPORT

June 20, 2023

### Wabash Valley College

1. Radio Station Transmitter
2. WVC Science Building East Canopy Replacement
3. WVC Main Hall Roof Replacement

### Frontier Community College

1. Flatbed Trailer

TO: Board of Trustees

FROM: Bid Committee

DATE: June 20, 2023

RE: Radio Station Transmitter for 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 GatesAir, Inc. for a total of \$66,605.50.

<b>Radio Station Transmitter for WVC</b>	
<b>Company</b>	<b>Bid</b>
BSW Tacoma, WA	\$72,687.22
GatesAir, Inc. Mason, OH	\$66,605.50
Nautel Marine, Inc. Bangor, ME	\$73,443.42

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: WVC Radio/TV

Source of Funds: Education Fund.

Rationale for Purchase: GatesAir, 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 a FM Transmitter for Wabash Valley College's Radio/TV Broadcasting 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 Monday, June 12, 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:

- Nautel NV20LT or GatesAir Fax20K
- Analog Power Capability 20,000 watts
- 3-1/8" EIA Flange RF Output
- 240V 3 phase or greater
- Air Cooled
- Built in web interface for remote control upgradable to HD radio
- AC - RF Efficiency 70% or greater
- Self-contained cabinet
- GPS Locked Oscillator
- FCC Compliant

**Substitutions:** Bidders may submit a request for substitutions in writing no later than seven (7) days prior to bid date. With each substitution request, provide enough information for Owner to determine acceptability of proposed products. Requests without sufficient information will be rejected without review. Approved substitutions will be identified by addenda.

Bids should include all items bid as one contract price. All bids should include photos of the 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 FM Transmitter

Unit Costs Bids will be received for the following:

- Nautel NV20LT or GatesAir Fax20K
- Analog Power Capability 20,000 watts
- 3-1/8" EIA Flange RF Output
- 240V 3 phase or greater
- Air Cooled
- Built in web interface for remote control upgradable to HD radio
- AC - RF Efficiency 70% or greater
- Self-contained cabinet
- GPS Locked Oscillator
- FCC Compliant

**Substitutions:** Bidders may submit a request for substitutions in writing no later than seven (7) days prior to bid date. With each substitution request, provide enough information for Owner to determine acceptability of proposed products. Requests without sufficient information will be rejected without review. Approved substitutions will be identified by addenda.

Note: Following Board approval, bids will be awarded on June 21, 2023.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MOUNT CARMEL, IL 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR THIRTY 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, Veterans 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: June 20, 2023

RE: WVC Science Building East Canopy Replacement

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 bid at this time due to the price exceeding available budget.

<b>WVC Science Building East Canopy Replacement</b>	
<b>Company</b>	<b>Bid</b>
Homes by Schuetz Olney, IL	\$62,822.41

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: Wabash Valley College.

Source of Funds: WVC Foundation.

Rationale for Purchase: N/A

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 Wabash Valley College Science Building East Canopy Replacement shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:00 p.m. local time, on Thursday, June 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.

### **PRE-BID MEETING / SITE VISIT**

A pre-bid meeting is scheduled for Tuesday, May 30, 2023, at 10:00 a.m. at Wabash Valley College, 2200 College Drive, Mount Carmel, IL 62863, East Entrance of Brubeck Arts Center/Science Building. A walk through of the proposed project site will take place as part of the pre-bid meeting.

Attendance of the scheduled pre-bid meeting or a separate/additional site visit is not a requirement of submitting a bid proposal, but it is the responsibility of the contractor to field verify measurements of the installation areas as well as to provide all labor, materials, equipment, and tools necessary for the complete project. If a site visit, other than the scheduled pre-bid meeting, is desired prior to submitting a bid, schedule a visit with Ernie Majors, WVC O&M Team Leader, to determine an acceptable date and time. Ernie can be contacted at (618) 240-3525. Any questions concerning anything contained herein should be directed, in writing, to Nicholas Knapp, Construction Project Manager, at 233 E. Chestnut, Olney, IL 62450. Questions may also be submitted to [bids@iecc.edu](mailto:bids@iecc.edu). Please include WABASH VALLEY COLLEGE SCIENCE BUILDING EAST CANOPY REPLACEMENT in the subject line of any inquiry. The deadline for questions is 2:00 p.m., Thursday, June 1, 2023.

### **ADDENDUM**

If it becomes necessary to revise any part of the RFP, an official written addendum will be issued by Illinois Eastern Community Colleges to all bidders of record.

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representative and any Illinois Eastern Community Colleges personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

### **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.

## **SCOPE OF WORK**

The scope of this bid is to include all materials, labor, and equipment required to perform work described within this request for proposal to install a new flat, wall hanger rod supported, 55' wide x 9' deep projection from the building x 8" tall canopy face profile (Alternate 1 - 12" tall canopy face profile) metal canopy. The proposal shall include all required engineering/design, including but not limited to engineering associated with the canopy and associated specific building connection details, fabrication, and installation.

All work shall comply with all applicable Federal, State, and local codes. The contractor shall provide all safeguards, safety devices, protective equipment, and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project, the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

See attached project location maps, scope narrative, existing pictures, specifications, and drawings associated with the scope of this project.

## **ALTERNATES**

### **ALTERNATE 1:**

This alternate includes all material, labor, and equipment associated with providing the scheduled canopy with a G-style perimeter gutter fascia with a 4 inch x 12 inch tall x 0.160 inch thick wall profile in lieu of the 4 inch x 8 inch tall x 0.160 inch thick wall G-style perimeter gutter fascia profile.

## **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 all materials included as part of bid.

## **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.

## **INSURANCE**

The successful bidder will be required to furnish a certificate of insurance, naming Illinois Eastern Community Colleges as an additional insured, in the following amounts:

1. Workers' Compensation	Statutory Limits
2. <i>Employer's Liability</i>	<i>\$500,000</i>
3. Comprehensive General Liability & Property Damage including: a. Personal Injury Liability b. Blanket Broad Form Contractual Liability c. Independent Contractors d. Products and Completed Operations	\$500,000 combined single limit
4. Automobile Liability	\$1,000,000 combined and single limit
5. Owner's and Contractor's Protective Liability Insurance to protect the Owner and Architect, their agents, consultants, and employees from contingent responsibility and liability arising from work performed under the contract.	\$1,000,000

## **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.

With each Application for Payment the Contractor shall submit certified payrolls for the period covered by the present Application for Payment to the Owner to demonstrate prevailing wage payrolls for each worker that works on 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.

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.

**BID FORM**

Following Board approval, bids will be awarded on June 21, 2023.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MOUNT CARMEL, IL 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

BASE BID ENGINEERING \$ \_\_\_\_\_

BASE BID MATERIALS \$ \_\_\_\_\_

BASE BID LABOR \$ \_\_\_\_\_

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

(ENGINEERING, MATERIALS, AND LABOR)

ALTERNATE 1 BID (Cost **ADD difference** between Alternate 12” canopy fascia profile in lieu of scheduled 8” canopy fascia profile)

ALTERNATE 1 BID MATERIALS \$ \_\_\_\_\_

ALTERNATE 1 BID LABOR \$ \_\_\_\_\_

TOTAL ALTERNATE 1 BID \$ \_\_\_\_\_

(MATERIALS, AND LABOR)

ESTIMATED TIME TO COMPLETE IN DAYS \_\_\_\_\_

ESTIMATED START DATE IF AWARDED ON OR ABOUT JUNE 21, 2023 \_\_\_\_\_

ACKNOWLEDGEMENT OF ADDENDUM RECEIVED \_\_\_\_\_

(IF APPLICABLE)

SIGNATURE \_\_\_\_\_

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

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

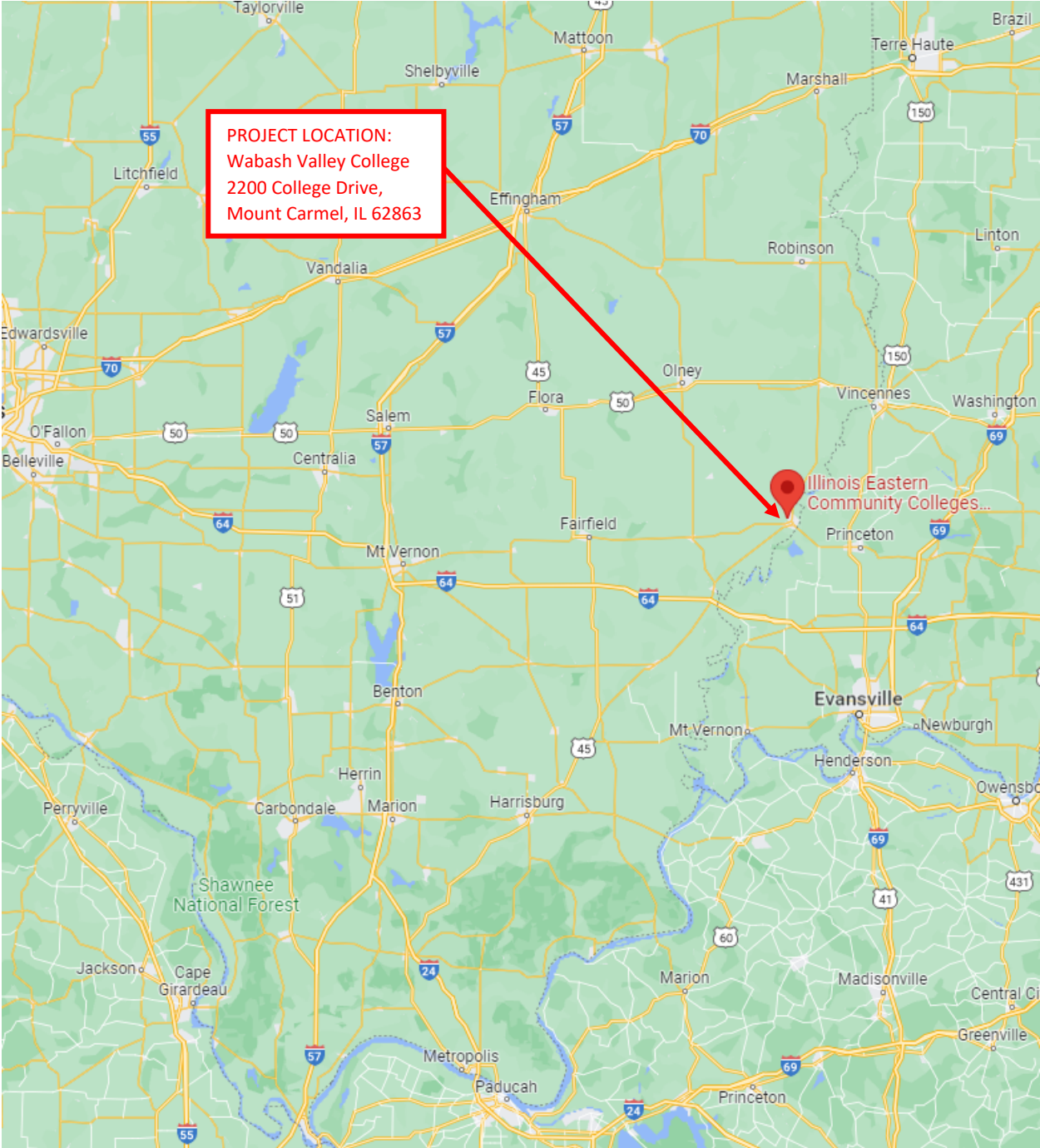
Any Certified Vendor (Primary Contractor, Sub-Contractors, or Procurement/Material Vendors) in accordance with the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities Act:

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) % \_\_\_\_\_

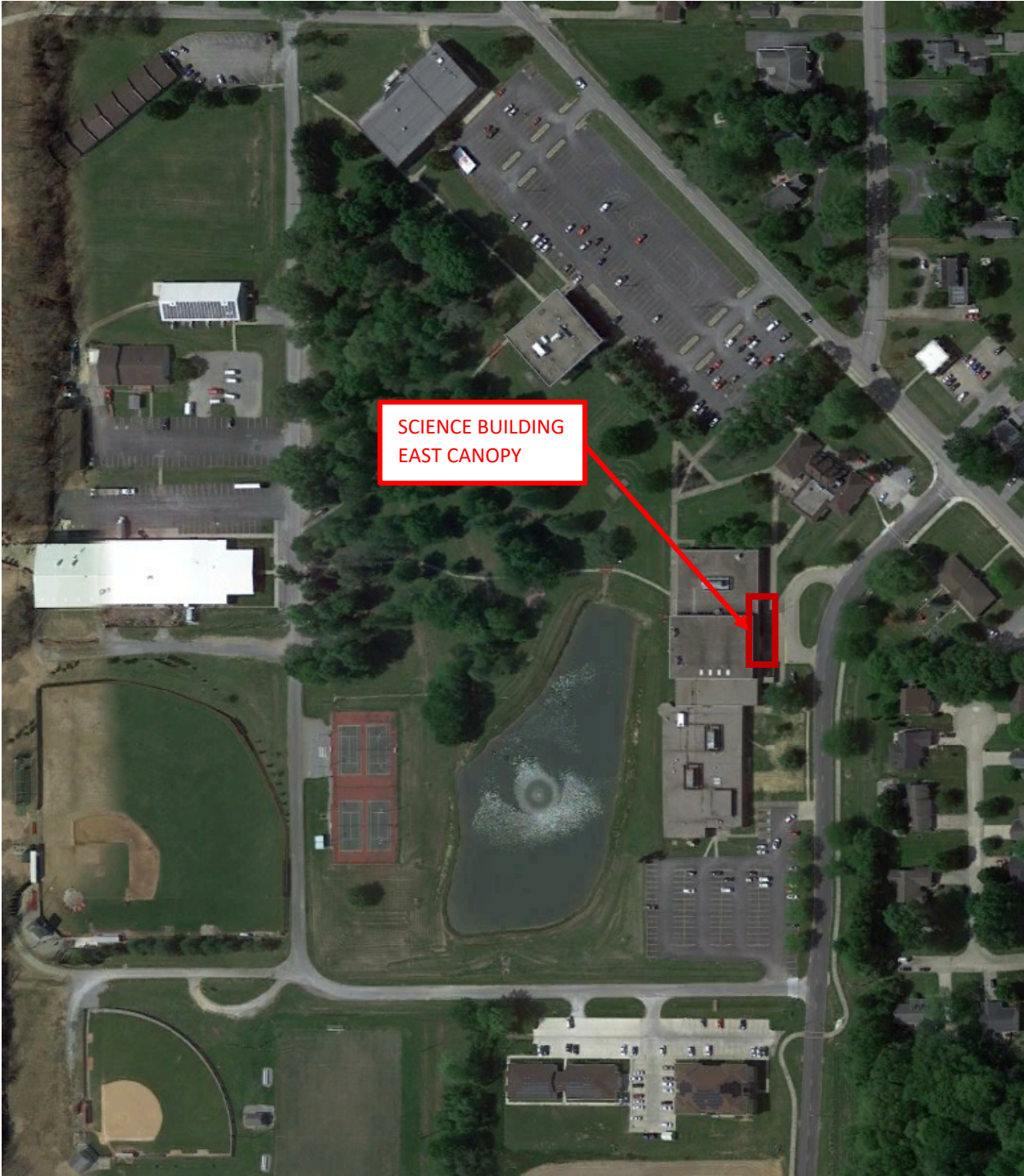
**Illinois Eastern Community Colleges  
Wabash Valley College  
Science Building East Canopy Replacement**

**Project Location Map**



**Illinois Eastern Community Colleges  
Wabash Valley College  
Science Building East Canopy Replacement**

**Campus Building Location**



SCIENCE BUILDING  
EAST CANOPY

**Illinois Eastern Community Colleges  
Wabash Valley College  
Science Building East Canopy Replacement**

**Roof Replacement Scope Narrative**

1. **Demolition Work:** Owner will remove existing lightweight metal framed fabric arched canopy, approximately 10' x 9'-4", and associated support posts and wall fasteners in its entirety. Owner will also remove existing light poles, and associated electrical circuit, located approximately 7' from the face of the building and just outside the 55' width of the new canopy. Contractor shall coordinate contractor's onsite work schedule with the owner so as to provide adequate time for Owner to remove scope noted above.
2. **Execution of Work:** The contractor shall coordinate the performance of all work 10 working days in advance. The contractor shall be responsible for protection of adjacent surfaces and areas not to receive work. The contractor will be responsible for providing and furnishing all equipment needed to perform the work and access all areas of the project. The contractor is responsible for designing, providing, and installing required building connection details/modifications. The building within this project scope is currently utilized and will continue with normal operations throughout the work associated with this project. The contractor shall provide signage necessary for clear way finding and monitor the building entrance to maintain a safe area at the building entrance/exit.
3. **Disposal of Materials:** The contractor shall be responsible for disposal of all materials and removal from the property.
4. **Clean-up:** The contractor shall keep worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the jobsite.
5. **Standard of Workmanship:** The contractor shall perform all work in accordance with applicable codes and manufacturers' recommendations. Contractor is responsible for any/all permits required. Contact City of Mount Carmel for local license and permit requirements. Workmanship shall be of the highest grade throughout this project. The contractor shall take precautions to protect the building being worked on from damage. Any building damage, due to the contractor's operations and failure to adequately protect the building, shall be corrected to original condition by the contractor at no cost to IECC.
6. **Safety:** All work shall comply with all applicable Federal, State, and local codes. All work shall be accomplished in strict compliance with OSHA Safety Standards. The contractor shall provide all safeguards, safety devices, protective equipment, and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project, the safety of the public, and to protect property in connection with the performance of the work covered by the contract. Please note that code compliant emergency egress shall be maintained throughout the project.
7. **Point of Contact:** Nicholas Knapp, Illinois Eastern Community Colleges, Construction Project Manager.

8. **Measurements:** It shall be the responsibility of the contractor to field-verify measurements and necessary material quantities prior to bid of this project. The metal flat canopy shall be 55' wide x 9' deep projection from the building x 8" tall canopy face profile (Alternate 1 - 12" tall canopy face profile). See drawings for additional information.
9. **Basis of Design:** Lawrence Fabric & Metal Structures, Inc. 55' LFS FLA - Metal flat interlocking aluminum deck with rod assembly supports.

**Science Building East Canopy - Existing Canopy Location**





SECTION 10 73 16  
METAL CANOPIES

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Building supported, pre-engineered metal canopies including fascia channels, decking, tension rods, and attachment hardware

1.2. PERFORMANCE REQUIREMENTS

- A. Design: Design canopy, including comprehensive engineering analysis by a qualified engineer, using structural performance requirements and design criteria required to meet applicable Federal, State, and Local codes.
- B. Structural Performance: Canopy shall withstand the effects of gravity, wind, and snow loads and stresses within limits and under conditions specified by applicable codes without permanent deformation of awning components and mounting brackets, or permanent damage to fasteners and anchors.
- C. Thermal Movements: Provide awning system that allows for thermal movements resulting from a maximum change in ambient and surface temperature as specified by applicable codes without buckling, overstressing of components, failure of connections, or other detrimental effects.

1.3. SUBMITTALS

- A. Product Data:
  - 1. Manufacturer's data sheets on each product to be used.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
  - 4. Typical installation methods.
- B. Verification Samples: Two representative units of each type, size, pattern, and color.
- C. Shop Drawings: Include details of materials, mounting and fastening methods, construction details, dimensions, and finishes. Include flashing and connection details illustrating relationship with adjacent construction.

1.4. QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum ten years documented experience.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience with projects of similar scope and complexity, and approved by Manufacturer.
- C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.

1.5. PRE-INSTALLATION CONFERENCE

- A. Convene a conference approximately two weeks before scheduled commencement of the Work. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.6. DELIVERY, STORAGE, AND HANDLING

- A. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
- B. Protect from damage due to weather, excessive temperature, and construction operations.

## 1.7. PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

## 1.8. WARRANTY

- A. Manufacturer's Warranty: Aluminum frames are warranted against defects in workmanship for five (5) years from date of installation.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Lawrence Fabric and Metal Structures Inc.; System: 55' LFS FLA - Metal flat interlocking aluminum deck with stainless steel rod assembly supports.
- B. Acceptable Manufacturer:
  - 1. Americana Outdoors, 2 Industrial Drive, Salem, IL 62881; 800-851-0865; Fax: 618-548-2890; Sales@Americana.com; www.Americana.com
    - a. System: Imperial Canopy Hanger Rod Supported
  - 2. Lawrence Fabric and Metal Structures Inc., 3509 Tree Court Industrial Blvd., St. Louis, MO 63122; 636-861-0100; sales@lawrencefabric.com; www.lawrencefabric.com
    - a. System: LFS-FLA Hanger Rod Supported
  - 3. Mapes Industries, Inc., 7748 North 56th Street, Lincoln, NE 68514; 888-273-1132; canopy@mapes.com; www.mapescanopies.com
    - a. System: Super Lumideck Flat Soffit
  - 4. MASA Architectural Canopies, 250 Stelton Rd, Suite 1, Piscataway, NJ 08854; 800-761-7446; Fax: 732-453-6126; salessupport@architecturalcanopies.com; www.architecturalcanopies.com
    - a. System: Extrudeck Series Hanger Rod Supported
  - 5. Substitutions:
    - a. Requests for substitutions may be submitted in writing no later than seven (7) days prior to bid date. With each substitution request provide adequate information comparing substitution request product to basis of design product for Owner to determine acceptability of proposed products. Requests without sufficient information will be rejected without review. Approved substitutions will be identified by addenda.

### 2.2 METAL AWNINGS AND CANOPIES

- A. Performance and Design Requirements:
  - 1. Standards Compliance: Comply with local building codes.
- B. Basis of Design: LFS-FLA canopy as manufactured by Lawrence Fabric and Metal Structures Inc.
  - 1. Material: Extruded aluminum, alloy 6063-T6.
  - 2. Fabrication Method: Welded and mechanically fastened.
  - 3. Fascia: G-style perimeter gutter fascia
    - a. Welded as one piece or in sections as required for width of canopy.
    - b. Profile: 4 inch x 8 inch tall x 0.160 inch thick wall
    - c. ALTERNATE 1 BID Profile: 4 inch x 12 inch tall x 0.160 inch thick wall

4. Decking: Aluminum Interlocking Pan.
  - a. Profile: 3 inch x 6 inch x 0.065 inch thick wall
5. Water Dispersal:
  - a. Include Sleeve to Accommodate Downspout.
  - b. (1) sleeve at each end of canopy. Sleeves shall be adjacent to building side of canopy.
6. Support: Hanger rods:
  - a. 0.750 Inches Stainless Steel Rod with Clevis Assembly
  - b. The canopy will be supported via the building structure at the rear and seven upper stainless steel rod support assemblies with wall flange plates and attachment tabs.
7. Finishes
  - a. AAMA 2604 Compliant Powder Coat Finish: 5-Year Warranty
  - b. All exposed aluminum surfaces will be finished with powder coat meeting AAMA 2604 compliance.
  - c. Basis of Design: Black Finish. Owner to select final color from manufacturer's standard AAMA 2604 Compliant colors.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly constructed and prepared.
- B. Confirm dimensions and elevations.
- C. Verify that wall structure can support canopy loads.

### 3.2 PREPARATION

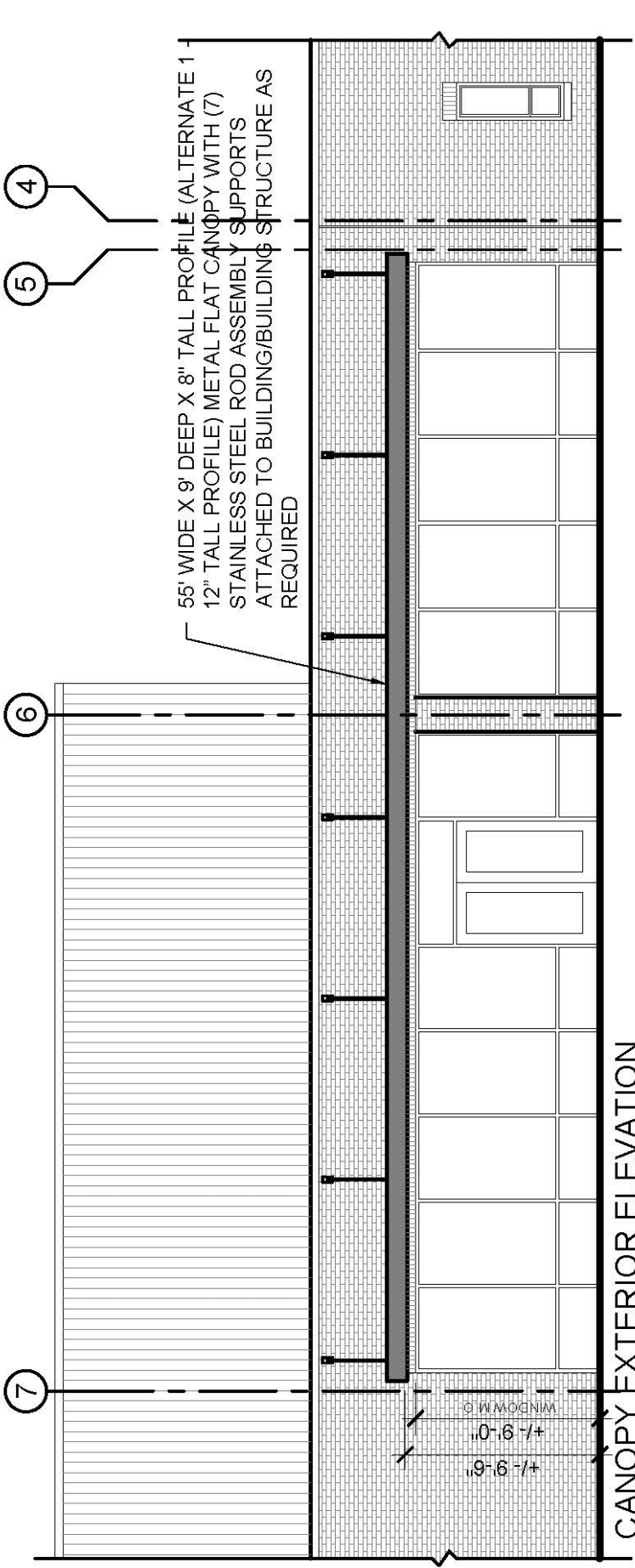
- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

### 3.4 CLEANING AND PROTECTION

- A. Clean products in accordance with the manufacturer's recommendations.
- B. Touch-up, repair or replace damaged products before Substantial Completion.



**CANOPY EXTERIOR ELEVATION**

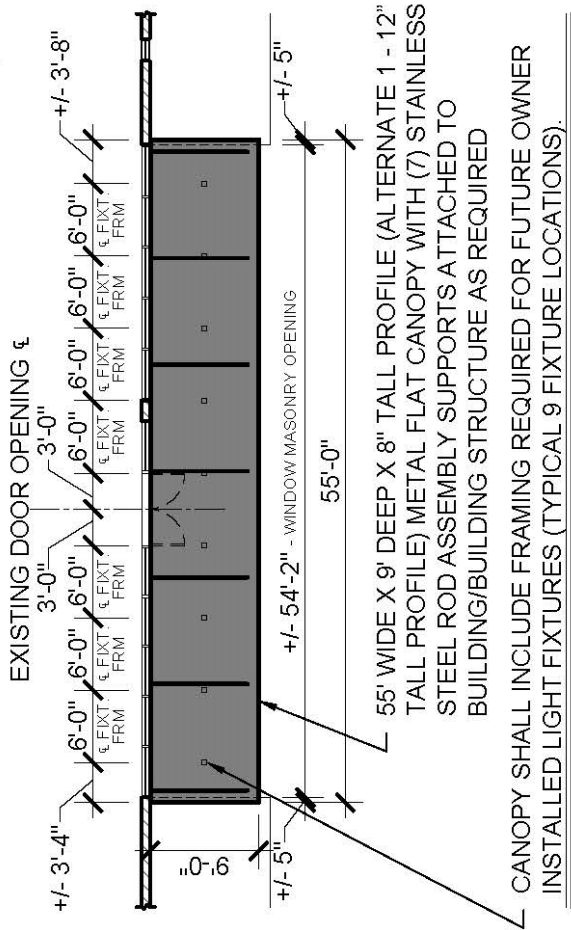
SCALE: 1/8" = 1'-0"

FACE OF EXISTING BRICK FACADE TO REMAIN

55' WIDE X 9' DEEP X 8" TALL PROFILE (ALTERNATE 1 - 12" TALL PROFILE) METAL FLAT CANOPY WITH (7) STAINLESS STEEL ROD ASSEMBLY SUPPORTS ATTACHED TO BUILDING/BUILDING STRUCTURE AS REQUIRED

**CANOPY SECTION**

SCALE: 1/8" = 1'-0"



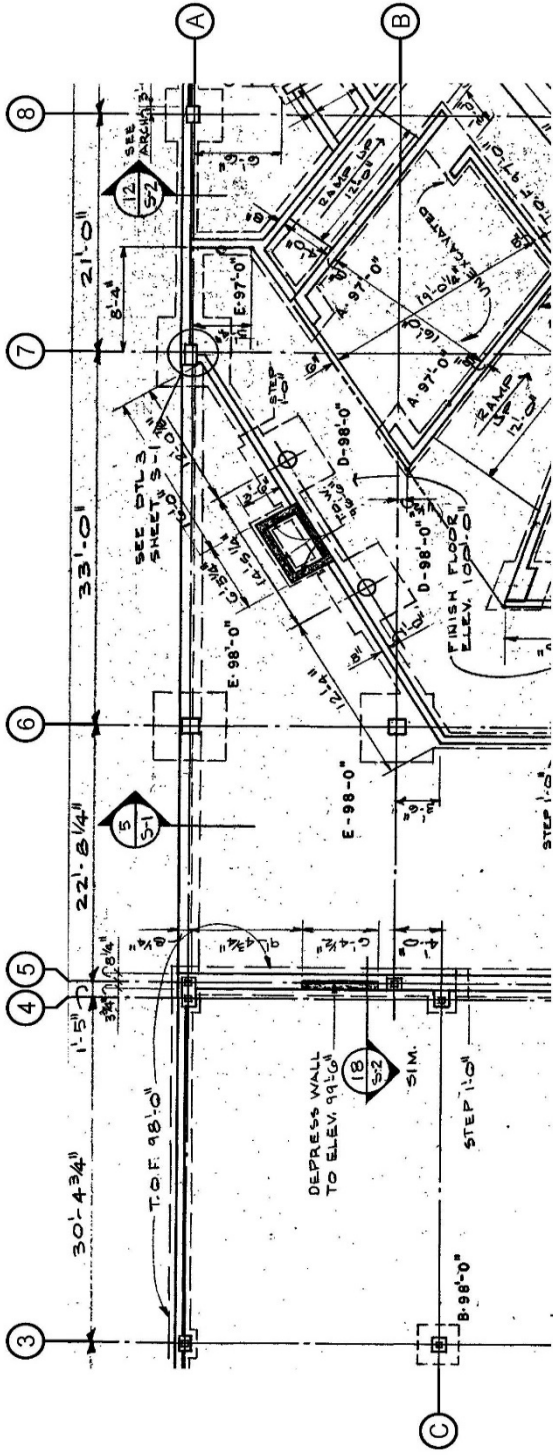
CANOPY SHALL INCLUDE FRAMING REQUIRED FOR FUTURE OWNER INSTALLED LIGHT FIXTURES (TYPICAL 9 FIXTURE LOCATIONS).

# WABASH VALLEY COLLEGE

SCIENCE BUILDING - BRUBECK ARTS CENTER EAST ENTRANCE CANOPY

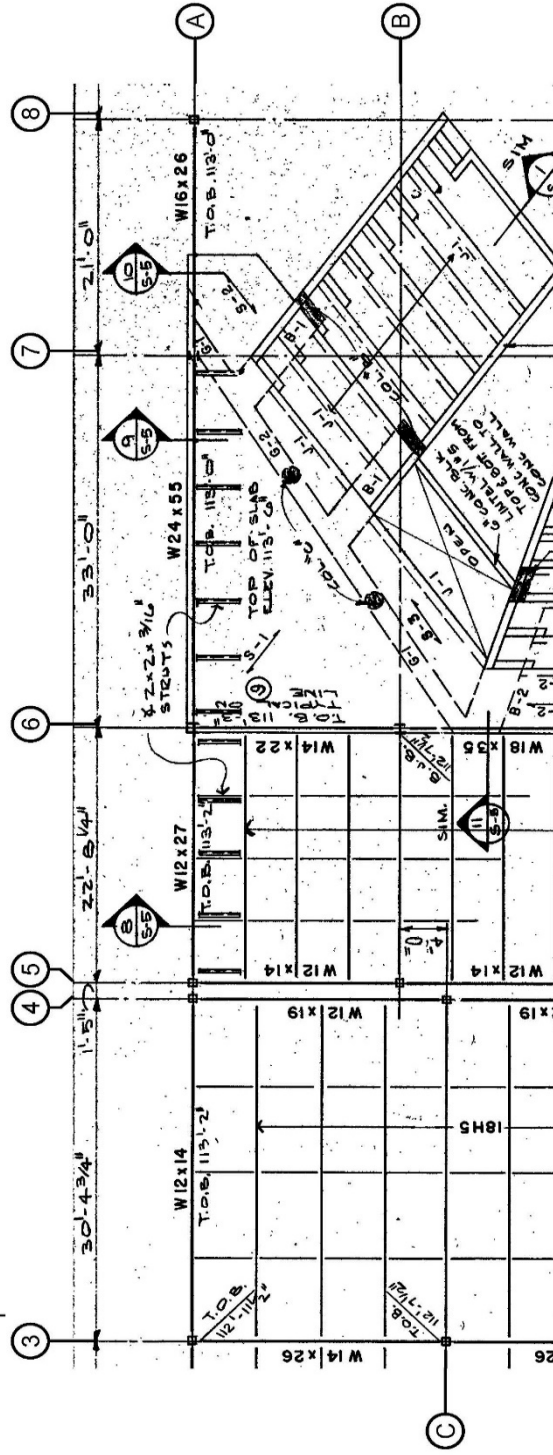
MAY 19, 2023

**CANOPY PLAN**  
SCALE: 1/16" = 1'-0"



EXISTING STRUCTURAL FOUNDATION PLAN

SCALE: 1/16" = 1'-0"



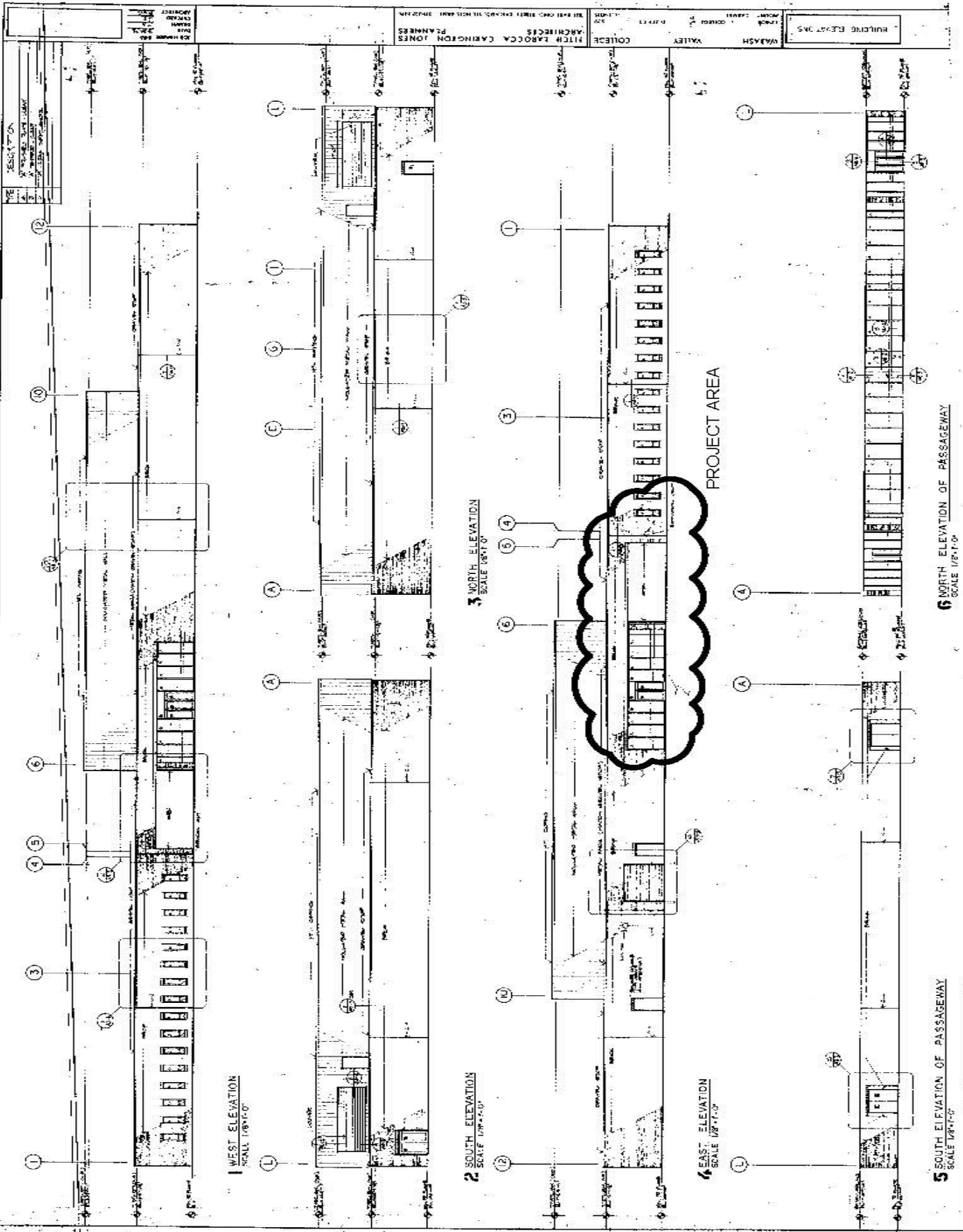
EXISTING STRUCTURAL LOW ROOF FRAMING PLAN

SCALE: 1/16" = 1'-0"

# WABASH VALLEY COLLEGE

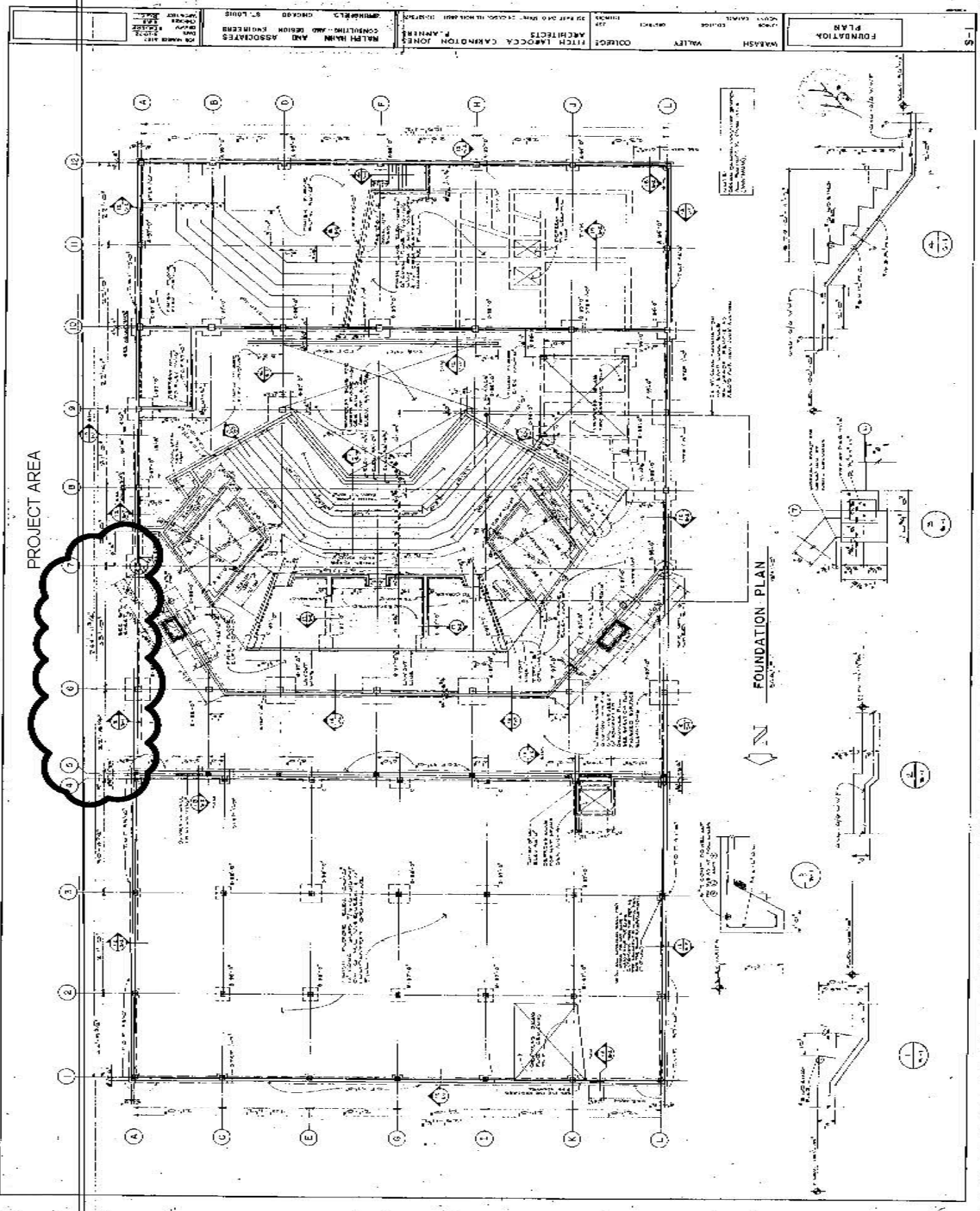
SCIENCE BUILDING - BRUBECK ARTS CENTER EAST ENTRANCE CANOPY

MAY 19, 2023



# WABASH VALLEY COLLEGE

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE  
MAY 19, 2023

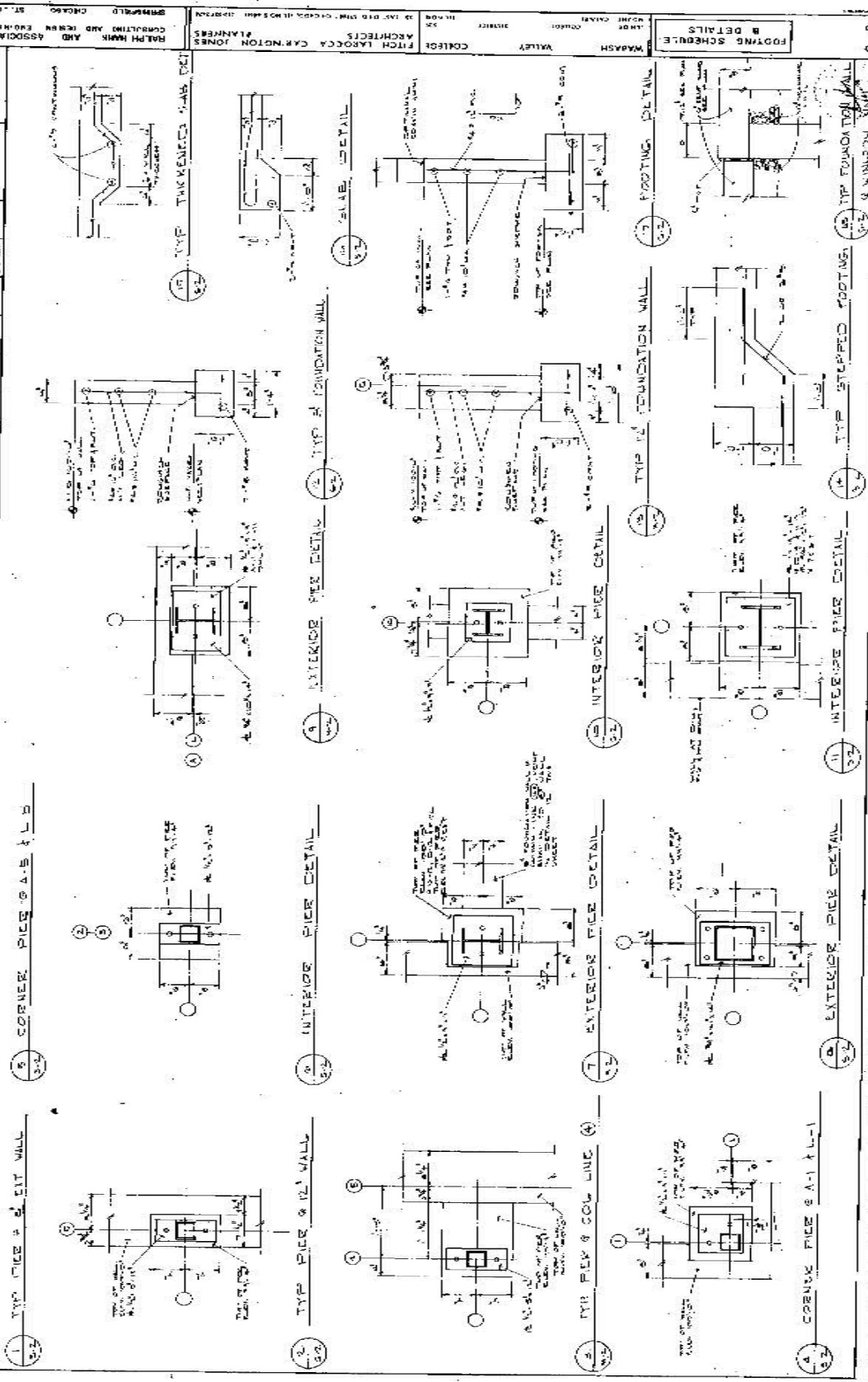


**WABASH VALLEY COLLEGE**

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE  
 MAY 19, 2023

FOOTING SCHEDULE

FOOTING TYPE	A	B	C	D	E	F	G
SECTION NUMBER	1	2	3	4	5	6	7
DESCRIPTION	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5	TYPE 6	TYPE 7
REMARKS							



WABASH VALLEY COLLEGE

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE  
MAY 19, 2023

FOOTING SCHEDULE & DETAILS

WABASH VALLEY COLLEGE

ARCHITECTS: FITCH LAROCKA CARNTON JONES

CONSULTING AND DESIGN ENGINEERS: RALPH HARR AND ASSOCIATES

CHICAGO, ILLINOIS

PROJECT: SCIENCE BUILDING

DATE: MAY 19, 2023

SCALE: AS SHOWN

FOOTING SCHEDULE & DETAILS

WABASH VALLEY COLLEGE

ARCHITECTS: FITCH LAROCKA CARNTON JONES

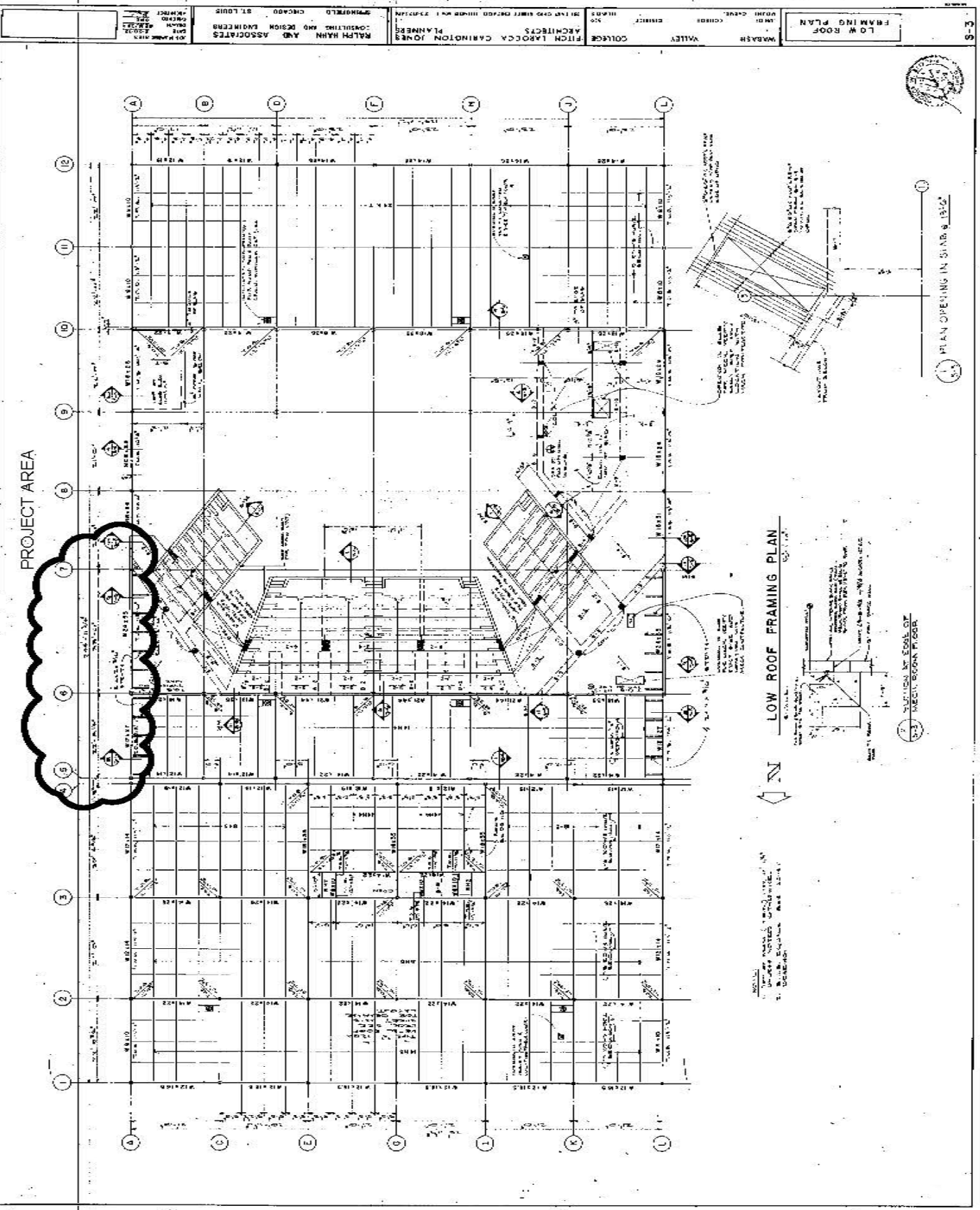
CONSULTING AND DESIGN ENGINEERS: RALPH HARR AND ASSOCIATES

CHICAGO, ILLINOIS

PROJECT: SCIENCE BUILDING

DATE: MAY 19, 2023

SCALE: AS SHOWN



WABASH VALLEY COLLEGE  
 ARCHITECTS  
 500 WABASH VALLEY COLLEGE  
 WABASH, INDIANA 46787  
 RALPH MAHN AND ASSOCIATES  
 CONSULTING AND DESIGN ENGINEERS  
 100 WABASH VALLEY COLLEGE  
 WABASH, INDIANA 46787  
 ST. LOUIS  
 SPRINGFIELD  
 CHICAGO  
 FITCH LABOCCA CARINTON JONES  
 ARCHITECTS  
 500 WABASH VALLEY COLLEGE  
 WABASH, INDIANA 46787  
 LOW ROOF FRAMING PLAN  
 WABASH VALLEY COLLEGE  
 ARCHITECTS  
 500 WABASH VALLEY COLLEGE  
 WABASH, INDIANA 46787

**WABASH VALLEY COLLEGE**  
 ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE  
 MAY 19, 2023

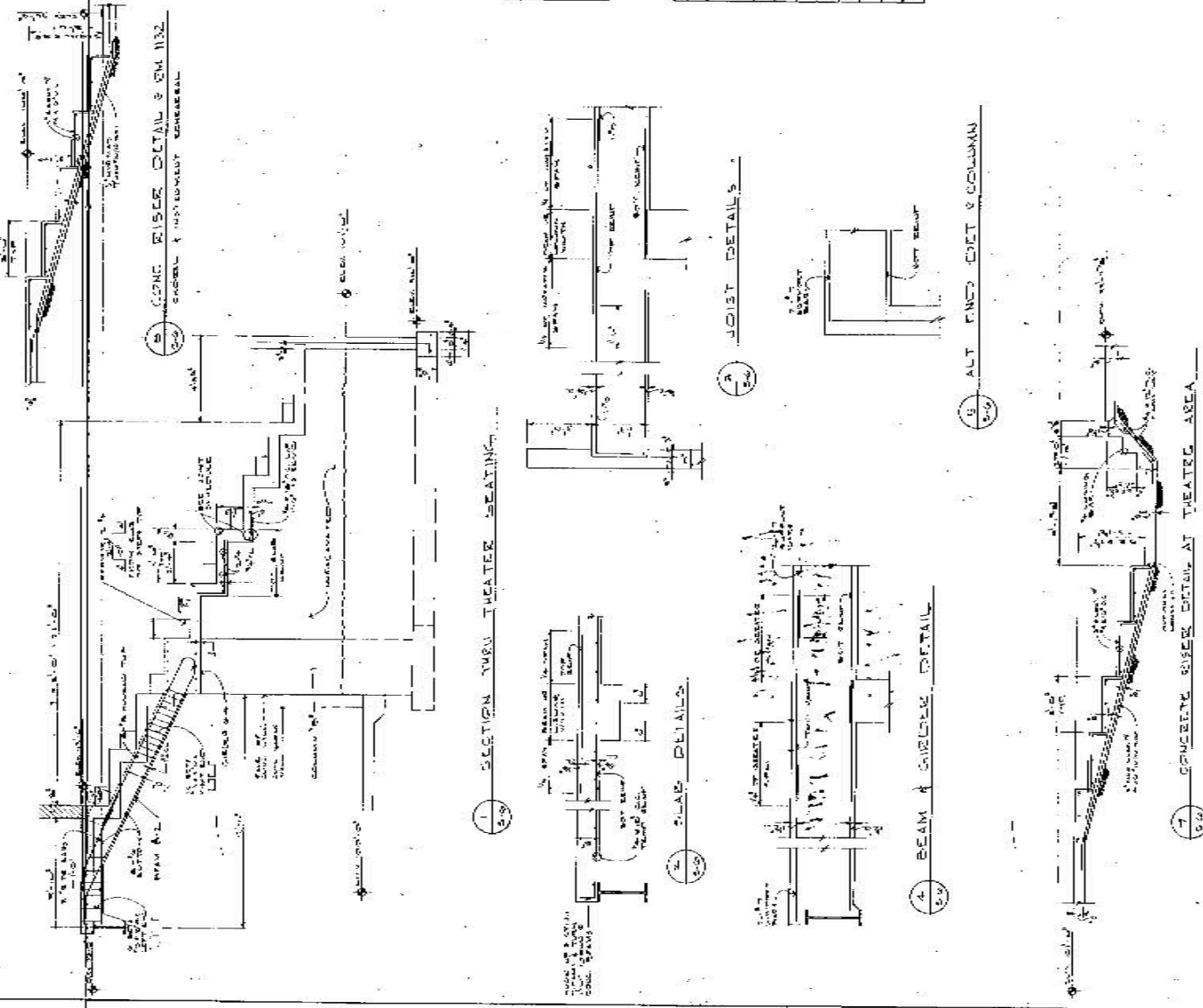
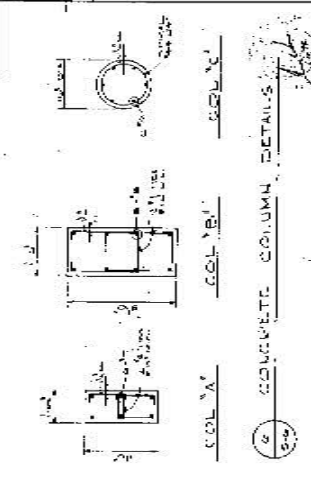


**JOIST BEAM & GIRDER SCHEDULE**

MARK	SIZE	NO. SIZE	TOP	NO. SIZE	REMARKS	REINFORCING	STRENGTH	TEMP. STEEL
1-1	12"	12"	12"	12"				
1-2	12"	12"	12"	12"				
1-3	12"	12"	12"	12"				
1-4	12"	12"	12"	12"				
1-5	12"	12"	12"	12"				
1-6	12"	12"	12"	12"				
1-7	12"	12"	12"	12"				
1-8	12"	12"	12"	12"				
1-9	12"	12"	12"	12"				
1-10	12"	12"	12"	12"				
1-11	12"	12"	12"	12"				
1-12	12"	12"	12"	12"				
1-13	12"	12"	12"	12"				
1-14	12"	12"	12"	12"				
1-15	12"	12"	12"	12"				
1-16	12"	12"	12"	12"				
1-17	12"	12"	12"	12"				
1-18	12"	12"	12"	12"				
1-19	12"	12"	12"	12"				
1-20	12"	12"	12"	12"				
1-21	12"	12"	12"	12"				
1-22	12"	12"	12"	12"				
1-23	12"	12"	12"	12"				
1-24	12"	12"	12"	12"				
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1-26	12"	12"	12"	12"				
1-27	12"	12"	12"	12"				
1-28	12"	12"	12"	12"				
1-29	12"	12"	12"	12"				
1-30	12"	12"	12"	12"				

**SLAB SCHEDULE**

MARK	DEPTH	REINFORCING	TOP	REINFORCING	TEMP. STEEL
1-1	12"				
1-2	12"				
1-3	12"				
1-4	12"				
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1-28	12"				
1-29	12"				
1-30	12"				



**WABASH VALLEY COLLEGE**

ADDITIONAL INFORMATION AVAILABLE - SCIENCE BUILDING ORIGINAL DRAWINGS - NOT TO SCALE  
MAY 19, 2023

TO: Board of Trustees

FROM: Bid Committee

DATE: June 20, 2023

RE: WVC Main Hall Roof Replacement

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 Joiner Sheet Metal & Roofing for a total of \$253,800.

<b>WVC Main Hall Roof Replacement</b>	
<b>Company</b>	<b>Bid</b>
Joiner Sheet Metal & Roofing Highland, IL	\$253,800
Lehman Roofing Evansville, IN	\$357,500
Martin Roofing Mascoutah, IL	\$408,500

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: Wabash Valley College.

Source of Funds: Protection, Health & Safety.

Rationale for Purchase: Joiner Sheet Metal & Roofing 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.

## PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 11 13 - Notice to Bidders

### TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the ROOF REPLACEMENT at the Wabash Valley College Main Hall shall be received at ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529, 233 EAST CHESTNUT, OLNEY, IL 62450 until 10:00 AM local time, on Tuesday, June 13, 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 fourteen (14) days from the bid date.

### PRE-BID CONFERENCE

A pre-bid conference for Prime Bidders will be held at 11:00 AM local time on Tuesday, May 30, 2023, beginning at the Wabash Valley College Main Hall Lobby, 2200 College Drive, Mount Carmel, IL 62863. A tour of the roof 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 fourteen (14) 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**

Section 00 21 13 - 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.

## GENERAL REQUIREMENTS

01 11 00 - Project Summary

### 1. GENERAL

#### 1.01 DESCRIPTION

- A. ROOF REPLACEMENT for  
ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT 529  
233 EAST CHESTNUT  
OLNEY, IL 62450
- WABASH VALLEY COLLEGE  
MAIN HALL ROOF  
2200 COLLEGE DRIVE  
MOUNT CARMEL, IL 62863
- B. Scope of Work: The scope of this project includes, but is not necessarily limited to, the removal and replacement of the Wabash Valley College Main Hall roof ( $\pm 12,000$  SF horizontal). Roof areas are approximated and shall be field verified by the Bidder prior to submitting a bid proposal.
- C. Contracts shall be let for the following work:  
CONTRACT NO. 1. - GENERAL CONSTRUCTION
- D. Existing Conditions: As the facilities will remain open for services and regular activities during this project, it will be the responsibility of the Contractor(s) to coordinate the work schedule with the Owner to provide the least amount of interference as possible. The Contractor(s) will be ultimately responsible for the protection of the public from injury due to construction and demolition work being performed on the site.
- E. Work by Others: No other construction projects are anticipated during this project.
- F. Examination of Drawings, Specifications, and Premises: Prior to submitting their Bid, each Bidder will be held to have examined the premises and have fully acquainted themselves with the existing conditions under which they will be obliged to operate and conduct the work. They will further be held to have thoroughly examined all drawings and to have read the General Conditions, the Supplemental Conditions and all the Specifications which may in any manner affect the work under this contract. Failure to fully acquaint themselves with existing conditions or the amount of work involved will NOT be considered subsequently as a basis for extra compensation.

G. Duties:

1. The General Contractor, except as specifically noted, shall provide and pay for, as called for in order to perform the work of their Contract:
  - a. Labor, materials and equipment, tools, construction equipment and machines.
  - b. Other facilities and services necessary for proper execution and completion of work.
  - c. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

H. Permits: As required for the completion of the work of specific Contracts, secured and paid for by the Contractor.

I. Use of Premises: Do not unreasonably encumber site with materials or equipment, or load structure with weight that will endanger the structure. Assume full responsibility for protection and safekeeping of products.

J. Protection: The General Contractor shall protect existing construction and the site from damage or wear from new construction. Any existing construction or site work disturbed by new work shall be repaired or replaced to match the existing conditions.

K. Construction Period: Work may begin on site upon execution of the Owner-Contractor Agreement. Substantial Completion is required prior to March 1, 2024.

L. Background Screening: Contractor background screening will not be required.

1.02 COORDINATION

A. The General Contractor shall schedule, manage, and expedite all work under their contract, coordinating their work with all Sub-Contractors, trades, and Owner-provided work so that no conflicts of timing or location occur.

B. Progress:

1. Keep Architect/Engineer informed on the progress of work.
2. Close or cover no work until duly inspected and approved.
3. Uncover uninspected work and, after approval, repair and/or replace all work at no cost to the Owner.
4. Notify Architect/Engineer and Owner at least seven (7) days in advance of utility connections, utility shutoff, mechanical equipment and oil line cut overs, street, or alley closings to allow ample time to receive Owner's written approval or procedure to be followed.
5. Coordinate these operations with the Owner and complete same in the minimum amount of time.

C. Protection:

1. Do not close or obstruct streets, entrance drives, sidewalks, or other facilities without permission of the Owner and local authorities.
2. Furnish, erect, and maintain barricades, warning lights, signs, and guards as may be required.

D. Personal Conduct Policy:

1. The use of tobacco, electronic vaping products, and cannabis is prohibited on site. Tobacco shall mean cigarette, cigar, pipe, or tobacco in any other form including smokeless tobacco and smokeless tobacco pouches.
2. All members of work crews must remain fully clothed and refrain from using obscene or profane language.

## GENERAL REQUIREMENTS

### Section 01 23 00 - Alternate Bids

#### 1. GENERAL

##### 1.01 PROJECT MANUAL

- A. All applicable requirements of the Project Manual apply to this Section.

##### 1.02 GENERAL REQUIREMENTS

- A. Alternate Bids: There are NO required Alternate Bids. Additions and Deductions shall include any modifications of work or additional work that the Contractor may be required to perform by reason of acceptance of the Alternate. During the life of the Contract, any Alternate Bid may be accepted or rejected by the Owner for the sum established.

1. The Alternate Bids may be accepted in any order and combination, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
2. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
3. Bidder shall identify ADD Alternate or DEDUCT Alternate by circling the applicable reference in the Bid Proposal Form.

- B. Voluntary Alternates will not be read or considered for the basis of award.

##### 1.03 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. All applicable requirements of the Project Manual, including the Bidding Requirements, General and Supplementary Conditions and General Requirements, apply to this section.
- B. This section describes the changes to be made under Alternate Bids, if applicable.
- C. Coordinate pertinent related work and modify the surrounding work as required to complete the project under each Alternative designated in the Owner-Contractor Agreement.

##### 1.04 DESCRIPTION OF ALTERNATE BIDS

- A. None.

TO: Board of Trustees

FROM: Bid Committee

DATE: June 20, 2023

RE: Flatbed Trailer (FCC)

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 Vaughan Equipment, Inc., for a total of \$40,750.

<b>Flatbed Trailer (FCC)</b>	
<b>Company</b>	<b>Bid</b>
Vaughan Equipment, Inc. Fairfield, IL	\$40,750
W & W Truck & Trailer Sales Carmi, IL	\$50,000

Respectfully submitted,

Ryan Gower  
Ryan Hawkins  
Sonja Holtz

Department: FCC Truck Driving.

Source of Funds: CTE Investment Funds.

Rationale for Purchase: Vaughan Equipment, 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 a Flatbed Trailer for Frontier Community College's Truck Driving program shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:15 p.m. local time, on Thursday, June 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:

- 2015 or Newer 48' Flatbed Trailer
- 102" wide
- Standard Spread Axle
- Full Aluminum
- Eight (8) Aluminum wheels
- Air-ride Suspension
- Two-speed Landing Gear
- Minimum of 10 mounted winders loaded with straps – road or curb side
- Two toolboxes between axles – road and curb side
  - Toolbox loaded with eight (8) new 5/16" or greater 20' long transport-grade chains
  - Toolbox loaded with eight (8) new ratchet load binders
  - Toolbox loaded with eight (8) new lever snap binders
- Tires: 75% or greater tire tread
- Current DOT Inspection
- Free from major structural and cosmetic flaws and damage

Bids should include all items bid as one contract price. All bids should include photos of flatbed trailer 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 Flatbed Trailer**

Unit Costs Bids will be received for the following:

- 2015 or Newer 48’ Flatbed Trailer
- 102” wide
- Standard Spread Axle
- Full Aluminum
- Eight (8) Aluminum wheels
- Air-ride Suspension
- Two-speed Landing Gear
- Minimum of 10 mounted winders loaded with straps – road or curb side
- Two toolboxes between axles – road and curb side
  - Toolbox loaded with eight (8) new 5/16” or greater 20’ long transport-grade chains
  - Toolbox loaded with eight (8) new ratchet load binders
  - Toolbox loaded with eight (8) new lever snap binders
- Tires: 75% or greater tire tread
- Current DOT Inspection
- Free from major structural and cosmetic flaws and damage

Note: Following Board approval, bids will be awarded on June 21, 2023.

**ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DRIVE, FAIRFIELD, ILLINOIS 62837. 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.

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

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

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 7,793,385.95</b>
<b>Operations &amp; Maintenance</b>	<b>2,870,343.92</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>715,676.72</b>
<b>Bond &amp; Interest</b>	<b>330,124.75</b>
<b>Auxiliary</b>	<b>2,603,782.58</b>
<b>Restricted Purposes</b>	<b>257,347.78</b>
<b>Working Cash</b>	<b>101,790.01</b>
<b>Trust &amp; Agency</b>	<b>563,947.51</b>
<b>Audit</b>	<b>30,205.20</b>
<b>Liability, Protection &amp; Settlement</b>	<b>388,731.74</b>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 15,655,336.16</u></b>

Respectfully submitted,

Ryan Hawkins, Treasurer

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

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 7,808,686	\$ 2,870,344	\$ 715,677	\$ 330,125	\$ 2,624,283	\$ 257,348
Investments	8,501,029	1,500,001	-	-	3,400,182	-
Accounts Receivable	2,759,155	318,773	-	-	220,697	-
Other Receivables	1,012,929	-	224,959	-	-	33,076
Restricted Cash	-	-	3,876,650	-	-	-
Inventory	-	-	-	-	610,360	-
Other Assets	1	-	-	-	-	437,696
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 20,081,800</u>	<u>\$ 4,689,118</u>	<u>\$ 4,817,286</u>	<u>\$ 330,125</u>	<u>\$ 6,855,522</u>	<u>\$ 728,120</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 368,729	\$ 20,825	\$ 1,275	\$ -	\$ (3,120)	\$ 58,201
Accrued Payroll Liabilities	(6,451)	-	-	-	(1,700)	-
Other Accrued Liabilities	3,997,202	320,978	32,998	-	82,360	(15,150)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>4,359,480</u>	<u>341,803</u>	<u>34,273</u>	<u>-</u>	<u>77,540</u>	<u>43,051</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	610,360	-
Restricted						
Board Designated	9,316,184	1,200,316	-	-	-	-
Other Purposes	-	2,848,560	1,554,459	330,125	-	-
Encumbered	2,148,605	298,439	3,228,554	-	592,553	636,835
Unassigned	4,257,531	-	-	-	5,575,069	48,234
Total Fund Balances	<u>15,722,320</u>	<u>4,347,315</u>	<u>4,783,013</u>	<u>330,125</u>	<u>6,777,982</u>	<u>685,069</u>
Total Liabilities and Fund Balances	<u>\$ 20,081,800</u>	<u>\$ 4,689,118</u>	<u>\$ 4,817,286</u>	<u>\$ 330,125</u>	<u>\$ 6,855,522</u>	<u>\$ 728,120</u>

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

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 101,790	\$ 563,948	\$ 30,205	\$ 388,732	\$ 15,691,138
Investments	6,260,202	-	-	500,000	20,161,414
Accounts Receivable	-	-	-	-	3,298,625
Other Receivables	-	1,339	-	-	1,272,303
Restricted Cash	-	-	-	-	3,876,650
Inventory	-	-	-	-	610,360
Other Assets	-	-	-	-	437,697
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,361,992</u>	<u>\$ 565,287</u>	<u>\$ 30,205</u>	<u>\$ 888,732</u>	<u>\$ 45,348,187</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ 259	\$ -	\$ 213,221	\$ 659,390
Accrued Payroll Liabilities	-	-	-	-	(8,151)
Other Accrued Liabilities	-	-	-	-	4,418,388
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>259</u>	<u>-</u>	<u>213,221</u>	<u>5,069,627</u>
<b>FUND BALANCES</b>					
Non-Spendable	6,315,000	-	-	-	6,925,360
Restricted					
Board Designated	-	-	-	-	10,516,500
Other Purposes	46,992	532,581	(31,795)	663,377	5,944,299
Encumbered	-	32,447	62,000	12,134	7,011,567
Unassigned	-	-	-	-	9,880,834
Total Fund Balances	<u>6,361,992</u>	<u>565,028</u>	<u>30,205</u>	<u>675,511</u>	<u>40,278,560</u>
Total Liabilities and Fund Balances	<u>\$ 6,361,992</u>	<u>\$ 565,287</u>	<u>\$ 30,205</u>	<u>\$ 888,732</u>	<u>\$ 45,348,187</u>

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

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 3,202,992	\$ 1,460,153	\$ 260,758	\$ 1,961,380	\$ -	\$ -
Replacement Taxes	732,838	1,174,515	-	-	-	-
ICCB Grants	12,286,296	-	493,746	-	-	1,351,050
Federal Grants	-	-	-	-	-	10,881,512
Tuition & Fees	11,102,305	1,034,828	-	-	436,562	-
Charges for Services	42,824	36,848	-	-	2,324,324	-
Interest	256,715	61,199	60,005	7,998	91,635	9,190
Other Revenues	170,237	57,381	500,000	-	106,047	187,177
Total Revenues	<u>27,794,207</u>	<u>3,824,924</u>	<u>1,314,509</u>	<u>1,969,378</u>	<u>2,958,568</u>	<u>12,428,929</u>
<b>EXPENDITURES</b>						
Payroll	14,545,171	1,042,553	-	-	1,832,007	1,888,449
Benefits	2,322,636	244,645	-	-	183,341	450,710
Contractual Services	1,944,816	467,578	524,119	-	299,741	373,961
Supplies	1,619,400	262,030	49,958	-	1,804,553	429,237
Travel	217,091	175	-	-	433,845	84,968
Fixed	29,480	-	-	2,157,336	162,540	4
Utilities	44,335	1,223,619	-	-	390	-
Capital Outlay	596,031	239,985	2,224,358	-	138,046	1,066,886
Other	198,792	505	-	-	84,579	1,400,558
Scholarships, Student Grants, & Waivers	5,004,521	-	-	-	367,931	6,572,405
Total Expenditures	<u>26,522,273</u>	<u>3,481,090</u>	<u>2,798,435</u>	<u>2,157,336</u>	<u>5,306,973</u>	<u>12,267,178</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,271,934</u>	<u>343,834</u>	<u>(1,483,926)</u>	<u>(187,958)</u>	<u>(2,348,405)</u>	<u>161,751</u>
<b>TRANSFERS</b>						
Net Transfers	(3,733,516)	100,000	1,900,000	-	1,733,516	-
Total Transfers	<u>(3,733,516)</u>	<u>100,000</u>	<u>1,900,000</u>	<u>-</u>	<u>1,733,516</u>	<u>-</u>
Net Change in Fund Balance	<u>(2,461,582)</u>	<u>443,834</u>	<u>416,074</u>	<u>(187,958)</u>	<u>(614,889)</u>	<u>161,751</u>
Fund Balance - Beginning	18,183,902	3,903,481	4,366,939	518,083	7,392,871	523,318
Fund Balance - Ending	<u>\$ 15,722,320</u>	<u>\$ 4,347,315</u>	<u>\$ 4,783,013</u>	<u>\$ 330,125</u>	<u>\$ 6,777,982</u>	<u>\$ 685,069</u>

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

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ 71,907	\$ 1,054,837	\$ 8,012,027
Replacement Taxes	-	-	-	-	1,907,353
ICCB Grants	-	-	-	-	14,131,092
Federal Grants	-	-	-	-	10,881,512
Tuition & Fees	-	-	-	-	12,573,695
Charges for Services	-	20,700	-	-	2,424,696
Interest	47,364	9,766	378	10,229	554,479
Other Revenues	-	601,943	-	2,737	1,625,522
Total Revenues	<u>47,364</u>	<u>632,409</u>	<u>72,285</u>	<u>1,067,803</u>	<u>52,110,376</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	19,308,180
Benefits	-	-	-	124,547	3,325,879
Contractual Services	-	9,004	62,000	802,594	4,483,813
Supplies	-	27,538	-	3,810	4,196,526
Travel	-	15,075	-	-	751,154
Fixed	-	-	-	325,401	2,674,761
Utilities	-	-	-	-	1,268,344
Capital Outlay	-	-	-	-	4,265,306
Other	60	49,996	-	-	1,734,490
Scholarships, Student Grants, & Waivers	-	511,494	-	-	12,456,351
Total Expenditures	<u>60</u>	<u>613,107</u>	<u>62,000</u>	<u>1,256,352</u>	<u>54,464,804</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>47,304</u>	<u>19,302</u>	<u>10,285</u>	<u>(188,549)</u>	<u>(2,354,428)</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>47,304</u>	<u>19,302</u>	<u>10,285</u>	<u>(188,549)</u>	<u>(2,354,428)</u>
Fund Balance - Beginning	6,314,688	545,726	19,920	864,060	42,632,988
Fund Balance - Ending	<u>\$ 6,361,992</u>	<u>\$ 565,028</u>	<u>\$ 30,205</u>	<u>\$ 675,511</u>	<u>\$ 40,278,560</u>

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

	<b>ALL FUNDS</b>	
	<b>Fiscal</b>	<b>Fiscal</b>
	<b>Year</b>	<b>Year</b>
	<b>2023</b>	<b>2022</b>
<b>ASSETS:</b>		
CASH	\$ 15,655,336	\$ 18,962,644
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	14,500
CDB PROJECT TRUST	3,876,650	3,915,140
PREPAID EXPENSES	-	-
INVESTMENTS	20,161,414	17,249,680
RECEIVABLES	4,570,928	3,961,853
ACCRUED REVENUE	-	-
INTERFUND RECEIVABLES	-	-
INVENTORY	610,360	584,799
OTHER ASSETS	437,696	451,262
FIXED ASSETS (Net of Depr)	20,865,652	17,762,802
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 66,213,836</b>	<b>\$ 62,923,980</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ -
ACCOUNTS PAYABLE	899,181	441,571
ACCRUED EXPENSES		
INTERFUND PAYABLES		
DEFERRED REVENUE	3,777,586	3,379,167
L-T DEBT GROUP (FUND 9)	4,073,092	6,181,062
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>23,106,034</b>	<b>25,577,525</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	33,266,991	36,480,943
INVESTMENT IN PLANT (Net of Depr)	20,865,652	17,762,802
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(18,036,408)	(21,357,657)
RESERVE FOR ENCUMBRANCES	7,011,567	4,460,367
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>43,107,802</b>	<b>37,346,455</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 66,213,836</b>	<b>\$ 62,923,980</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2021-2023**

College	Category	FISCAL YEAR 2021			FISCAL YEAR 2022			FISCAL YEAR 2023			% of Year
		Budget	Spent Thru May	% of Budget	Budget	Spent Thru May	% of Budget	Budget	Spent Thru May	% of Budget	
Frontier	Bills		\$ 621,441			\$ 609,835		\$ 820,172			
	Payroll		1,760,240			1,799,266		2,110,947			
	Waivers		687,634			684,593		718,047			
	Totals	\$ 3,899,789	3,069,315	79%	\$ 3,688,586	3,093,694	84%	\$ 3,873,183	3,649,166	94%	92%
Lincoln Trail	Bills		\$ 1,556,320			\$ 1,047,703		\$ 1,070,110			
	Payroll		2,155,301			2,217,931		2,253,029			
	Waivers		933,799			757,709		785,773			
	Totals	\$ 4,943,901	4,645,420	94%	\$ 4,977,953	4,023,343	81%	\$ 4,727,391	4,108,912	87%	92%
Olney Central	Bills		\$ 1,229,668			\$ 1,439,395		\$ 1,783,384			
	Payroll		4,160,577			4,166,930		4,432,746			
	Waivers		720,956			614,487		635,397			
	Totals	\$ 7,047,772	6,111,201	87%	\$ 7,367,058	6,220,812	84%	\$ 7,402,072	6,851,527	93%	92%
Wabash Valley	Bills		\$ 689,393			\$ 1,196,092		\$ 1,252,985			
	Payroll		2,611,091			2,940,648		3,020,071			
	Waivers		1,177,103			1,222,442		1,161,391			
	Totals	\$ 5,988,433	4,477,587	75%	\$ 5,775,220	5,359,182	93%	\$ 6,271,689	5,434,447	87%	92%
Workforce Educ.	Bills		\$ 169,859			\$ 197,592		\$ 182,130			
	Payroll		755,141			736,786		674,909			
	Waivers		1,225,371			1,507,826		1,638,705			
	Totals	\$ 3,349,386	2,150,371	64%	\$ 3,378,641	2,442,204	72%	\$ 2,761,446	2,495,744	90%	92%
District Office	Bills		\$ 255,021			\$ 520,017		\$ 698,991			
	Payroll		934,714			1,211,439		1,342,163			
	Waivers		-			-		-			
	Totals	\$ 1,410,117	1,189,735	84%	\$ 1,991,105	1,731,456	87%	\$ 2,334,026	2,041,154	87%	92%
District Wide	Bills		\$ 1,778,909			\$ 3,401,720		\$ 3,605,900			
	Payroll		731,498			1,247,245		1,753,859			
	Waivers		138,814			152,183		62,654			
	Totals	\$ 3,576,315	2,649,221	74%	\$ 7,148,722	4,801,148	67%	\$ 7,711,317	5,422,413	70%	92%
<b>GRAND TOTALS</b>		<b>\$ 30,215,713</b>	<b>\$ 24,292,850</b>	<b>80%</b>	<b>\$ 34,327,285</b>	<b>\$ 27,671,839</b>	<b>81%</b>	<b>\$ 35,081,124</b>	<b>\$ 30,003,363</b>	<b>86%</b>	<b>92%</b>

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

**REVENUES**

	FY 2023		FY 2022		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Property Taxes	\$ 4,663,145	14.75%	\$ 4,477,471	14.26%	\$ 185,674
Replacement Taxes	1,907,354	6.03%	1,814,251	5.78%	93,103	5.132%
ICCB Grants	12,286,296	38.86%	12,521,547	39.89%	(235,251)	-1.879%
Federal Grants	-	0.00%	-	0.00%	-	#DIV/0!
Tuition & Fees	12,137,133	38.39%	12,157,471	38.73%	(20,338)	-0.167%
Charges for Services	79,671	0.25%	68,593	0.22%	11,078	16.150%
Interest	317,916	1.01%	114,535	0.36%	203,381	177.571%
Other Revenues	227,616	0.72%	238,558	0.76%	(10,942)	-4.587%
	<u>\$ 31,619,131</u>	<u>100.00%</u>	<u>\$ 31,392,426</u>	<u>100.00%</u>	<u>\$ 226,705</u>	<u>0.722%</u>

**EXPENDITURES**

	FY 2023		FY 2022		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 15,587,724	51.95%	\$ 14,320,245	51.75%	\$ 1,267,479
Employee Benefits	2,567,281	8.56%	2,308,696	8.34%	258,585	11.200%
Contractual Services	2,412,394	8.04%	2,042,510	7.38%	369,884	18.109%
Materials	1,881,430	6.27%	1,960,552	7.09%	(79,122)	-4.036%
Travel & Staff Development	217,266	0.72%	178,724	0.65%	38,542	21.565%
Fixed Charges	29,480	0.10%	39,117	0.14%	(9,637)	-24.636%
Utilities	1,267,954	4.23%	1,046,515	3.78%	221,439	21.160%
Capital Outlay	836,016	2.79%	709,508	2.56%	126,508	17.830%
Other	5,203,818	17.34%	5,065,972	18.31%	137,846	2.721%
	<u>\$ 30,003,363</u>	<u>100.00%</u>	<u>\$ 27,671,839</u>	<u>100.00%</u>	<u>\$ 2,331,524</u>	<u>8.426%</u>



## MEMORANDUM

TO: Chancellor and Board of Trustees

FROM: Sonja Holtz, Board Secretary

DATE: June 20, 2023

SUBJECT: Semi-Annual Review of Executive Session Minutes

- A. The following written executive session minutes were reviewed in December 2022 and the decision was made at that time to keep them closed:
1. Tuesday, June 20, 1995
  2. Tuesday, August 15, 1995
  3. Tuesday, September 19, 1995
  4. Friday, August 2, 1996
  5. Tuesday, January 17, 2012
  6. February 19, 2019
  7. October 15, 2019
  8. December 10, 2019
  9. January 21, 2020
  10. February 18, 2020
  11. July 21, 2021
- B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2023:
1. February 21, 2023
  2. May 16, 2023
- C. The following written executive session minutes have been approved and opened to the public record:
1. None
- D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:
1. February 15, 2022
  2. March 15, 2022
  3. April 19, 2022

4. July 19, 2022
5. August 16, 2022
6. September 20, 2022
7. October 18, 2022
8. February 21, 2023
9. May 16, 2023

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. June 15, 2021
2. July 20, 2021

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. November 15, 2022
2. December 13, 2022
3. January 17, 2023
4. March 21, 2023
5. April 3, 2023
6. April 25, 2023

G. It is recommended the following previously approved closed meeting minutes be open to the public record:

1. April 19, 2022
2. August 16, 2022
3. September 20, 2022

# MEMORANDUM

**TO:** Board of Trustees

**FROM:** Ryan Gower

**DATE:** June 20, 2023

**RE:** Personnel Report

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

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Approval of Contracts for Chancellor and College Presidents/Vice Chancellors**
- 400.3. Change in Status**
- 400.4. Special Assignments (Attachment)**
- 400.5. Approval of Proposed Non-College Employment**
- 400.6. Resignation Ratification**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

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

1. Michelle Brooks, Director of Small Business Development Center, IECC effective June 26, 2023
2. Rachel Refenes, Head Volleyball Coach & Student Life Coordinator, WVC effective June 26, 2023

### B. Classified

1. Russell Foerster, TRIO Upward Bound Counselor, OCC effective June 26, 2023
2. Rachel Carter, TRIO Upward Bound Counselor, LTC effective June 26, 2023
3. William Lamb, Maintenance/Groundskeeper, OCC effective June 26, 2023

## 400.2 Approval of Contracts for Chancellor and College Presidents/Vice Chancellors

## 400.3 Change in Status

1. Paul Bruinsma, Dean of Instruction, FCC to Chief Academic Officer, IECC effective July 1, 2023
2. Teresa Baker, Part-time Food Service Manager to Full-time Food Service Manager, OCC effective August 1, 2023
3. Tim Zimmer, Director of Academic Advisement, WVC to Director of Instructional Services, WVC effective July 5, 2023
4. Aaron Biddle, Temporary Head Baseball Coach, WVC to Full-time Head Baseball Coach, WVC effective June 26, 2023
5. Jon Wright, Part-time Coordinator, OCC to Theater Director, OCC effective June 26, 2023
6. Stephanie Corley, Part-time Office Assistant, OCC to Student Services Specialist, OCC effective June 26, 2023

## 400.4 Special Assignments (attachment)

## 400.5 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Academic Year</u>
Amie Mayhall	McGraw-Hill Education Mayhall Tax Prep	120

## 400.6 Resignation Ratification

1. Leticia Avila, Custodian, WVC effective June 6, 2023