

# Lake Land College

District No. 517

## Board of Trustees

Agenda and Board Book

April 10, 2023

Regular Meeting No. 676



### MISSION • VISION • VALUES

Lake Land College creates and continuously improves an affordable, accessible and effective learning environment for the lifelong educational needs of the diverse communities we serve.

**LAKE LAND**  
COLLEGE

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**Lake Land College  
Board of Trustees  
District No. 517**

**Engaging minds, changing lives, through the power of learning.**



Regular Meeting No. 676  
Monday, April 10, 2023, 6:00 p.m.  
Board and Administration Center, Room 011, Mattoon

***Agenda***

**I. Routine.**

**A. Call to Order.**

**B. Roll Call.**

**C. Consent Items.**

(Any one member may remove an item from the consent item list simply by requesting the Chair to do so. Items removed will be discussed and voted immediately following passage of the consent item.)

1. Approval of Minutes of March 13, 2023, Regular Meeting.
2. Approval of Minutes of March 13, 2023, Closed Session
3. Approval of Agenda of April 10, 2023, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses.  
For summary and details of bills refer to:  
<https://www.lakelandcollege.edu/board-of-trustees/>
5. Destruction of Tape Recording of October 11, 2021 Closed Session.

**II. Hearing of Citizens, Faculty and Staff.**

### III. Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk Mr. Gary Cadwell
B. Resource & Development	Mr. Gary Cadwell
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Maggie Kelly
G. President's Report	Dr. Josh Bullock

### IV. Business Items.

#### A. Non-Action Items.

	Board Book Page Number(s)
1. Presentation of Business Partnership Award to EJ Water Cooperative of Dieterich.	
2. Quarterly Investment Report.	
3. Acknowledgement of Community College Month.	22
4. Faculty Focus on Advancing Student Success – Updates from the Cosmetology Program.	
5. Spring 2023 Commencement.	
6. Phi Theta Kappa All-Illinois Academic Team Nominees.	23
7. Curriculum Committee Update.	24-26
8. Calendar of Events.	27-28

#### B. Action Items.

	Board Book Page Number(s)
1. Approval of Resolution No. 0423-009 Amending the Resolution Authorizing and Providing for the Issue of General Obligation Debt Certificates (Limited Tax), Series 2022, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and	29-35

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- State of Illinois, to Revise the Purposes for Which the Proceeds of Such Certificates May be Used.
2. Approval of Resolution No. 0423-010 to Purchase Real Property Owned by Patterson Technology Center, Inc., for Property Located at 1201 Althoff Drive, Effingham, as Discussed in Closed Session. 36-56
  3. Approval of Lease Agreement with Patterson Technology Center, Inc., for Property Located at 1201 Althoff Drive, Effingham, as Discussed in Closed Session.
  4. Acceptance of February 2023 Financial Statements. 57-62
  5. Certification of Student Trustee and Sophomore Student Government Association Election Results. 63-64
  6. Approval of Proposed Revisions to Board Policies: 65-69
    - 07.22 – *Change of Curriculum.*
    - 07.36 - *Accessibility of College Programs and Facilities and Services for Individuals with Disabilities.*
  7. Declaration of Surplus Items or Equipment. 70
  8. Approval of Renewal of Three-Year Membership with the Education Advisory Board. 71-74
  9. Approval of Bid for the Field House Women’s Locker Room Renovation. 75
  10. Approval of Purchase of Police Department Squad Vehicle and Related Equipment. 76-79
  11. Approval of Furniture Purchase for Neal Hall. 80
  12. Acceptance of ICCB Developmental Education Reform Act Grant. 81-82
  13. Closed Session.  
 Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to discuss the appointment, employment, compensation, performance, discipline or dismissal of a specific employee.
- [Return to Open Session - Roll Call]
14. Approval of Human Resources Report as Discussed in Closed Session. 83-84

**V. Other Business. (Non-action)**

**VI. Adjournment.**

**Lake Land College  
Board of Trustees  
District No. 517**



Regular Board Meeting No. 675  
Board and Administration Center, Room 011  
Mattoon, IL  
March 13, 2023

**Minutes**

**Call to Order.**

Chair Sullivan called the March 13, 2023, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon, IL.

**Roll Call.**

**Trustees Physically Present:** Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis; Ms. Doris Reynolds; Mr. Dave Storm; Mr. Mike Sullivan, Chair; Ms. Denise Walk and Mr. Thomas Wright, Secretary, and Student Trustee Maggie Kelly.

**Trustees Absent:** None.

**Others Participating via Telephonic or Electronic Means:** None.

**Others Present:** Dr. Jonathan Bullock, President; Dr. Ikemefuna Nwosu, Vice President for Academic Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; Dr. Valerie Lynch, Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; and members of the staff.

**Approval of Consent Items.**

Trustee Cadwell moved and Trustee Storm seconded to approve the following consent items:

1. Approval of Minutes of February 13, 2023, Regular Meeting.
2. Approval of Minutes of February 13, 2023, Closed Session.
3. Approval of Agenda of March 13, 2023, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

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Education Fund	\$	348,918.10
Building Fund	\$	57,787.38
Site & Construction Fund	\$	91,937.50
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	105,644.76
Restricted Purposes Fund	\$	335,732.66
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	19,120.03
Student Accts Receivables	\$	351,563.57
Total	\$	1,310,704.00

For a summary of trustee travel reimbursement and details of bills refer to:  
<https://www.lakelandcollege.edu/board-of-trustees/>

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

**Hearing of Citizens, Faculty, and Staff.**

There were no public comments.

**Committee Reports.**

**ICCTA/Legislative.**

Trustee Sullivan reported that he had recently attended the ICCTA meeting where the hot topic was dual credit and dual enrollment with varying opinions from many Illinois community college trustees. He reported that Mr. Brian Durham, Executive Director of Illinois Community College Board, will be providing trustees with further information and clarification on the subjects.

**Resource & Development.**

Trustee Cadwell, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

**Finance.**

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Trustee Storm, Committee Chair, said the Committee met recently and the Committee's review will be discussed later in the meeting per the agenda.

### **Buildings & Site.**

Trustee Curtis said the Committee had not met since the last regular Board meeting and there was no report at this time.

### **Foundation.**

Trustee Wright highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

- Thanks to all of our supporters for our 3rd annual "Love a Laker" giving day. We are excited to share we doubled our donations from last year with raising close to \$8,000!
- Our new donor database goes live this month thanks to the great work of our College Advancement staff (Amanda Tucker, Bailey Cole, Donna McCoy and Penny Walk) and ISS team lead, Nate Westendorf. This change will help to streamline many of our processes and will help enhance communication with donors and alumni.
- The next Foundation board meeting takes place on April 12th, prior to the Foundation Scholarship luncheon with donors/students.

### **Student Report.**

Ms. Maggie Kelly, Student Trustee, said the 2023-2024 SGA delegate and Student Trustee applications are available now through March 17. Thanks to a great partnership with the College's ISS department, this process is now entirely through the Laker Hub. This includes both the application and petition signing. The SGA worked with ISS to create this new system and so far it is working out great. It is definitely a less manual process than the pen and paper versions we have done in the past. Students can vote for candidates through the Laker Hub as well. SGA is sponsoring free tacos to students who vote! Members of SGA met with Dr. Valerie Lynch to discuss the increase of tuition rates. The increase will be implemented this summer. This week SAB is partnering with Counseling Services to promote registration. SGA also heard from Emily Hartke of Counseling about the new Navigate registration system. This month, Madilyn Brummer will be submitted as a nominee to the ICCB for the Student Member of the Board. Jordan Oliver was submitted for the Gregg Chadwick Student Service Scholarship. As a reminder to the Board, the Student Recognition Banquet is April 26 at 6 p.m. in the Foundation and Alumni banquet room and all are welcome to attend and RSVP to Lisa Shumard-Shelton in Student Life.

### **President's Report.**



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- Lake Land received no payments from the Illinois Department of Juvenile Justice (IDJJ) in February toward the FY 2023 outstanding balance. A total of \$249,200 remains outstanding for IDJJ for FY 2023.
- Lake Land received \$2 million in payments from the Illinois Department of Corrections (IDOC) in February toward the FY 2023 outstanding balance. A total of \$1.1 million remains outstanding for IDOC for FY 2023.
- In February, the College received payments from the State of Illinois for FY 2023 credit hour reimbursement of \$330,225 and an equalization payment of \$544,608. A total of \$1.8 million in credit hour reimbursement and \$2.2 million in equalization remain outstanding for FY 2023.
- The College received \$164,365 in property tax payments in February.

### **Business Items.**

### **Non-action Items.**

#### **Faculty Focus on Advancing Student Success – GAST Grant and Ag Transfer.**

Ms. Ryan Wildman, Agriculture Business Instructor, provided updates on use of the Growing Agriculture Science Teacher (GAST) Grant and the Ag Transfer program.

#### **Monthly Data Point Discussion – Summary Results from High School Student Focus Groups.**

Dr. Lynn Breer, Director of Institutional Research and Reporting, highlighted the summary results of this focus group project that included several faculty and some administrative staff meeting with students at various area high schools to try to better understand why such a significant percentage choose to not attend any type of post-secondary education.

#### **Update from Navigator News.**

Mr. Dustyn Fatheree, Student Life Specialist, presented on the student newspaper, the *Navigator News*.

#### **Proposed Revisions to Board Policy 07.22 – Change of Curriculum.**

Dr. Valerie Lynch, Vice President for Student Services, requested the Board consider revising the title of Board Policy 07.22 – *Change of Curriculum* per the recommendation of the Academic Standards Committee. Trustees received the proposed revisions. Dr. Lynch recommended the title of “*Change of Program of Study*” in order to coincide with the Academic Standards listed in the College Catalog.

Proposed revisions were submitted as first reading and will be brought back to the Board for approval during the April 2023 regular meeting.

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**Proposed Revisions to Board Policy 07.36 – Accessibility of College Programs and Facilities and Services for Individuals with Disabilities.**

Dr. Ike Nwosu, Vice President for Academic Services, on behalf of the Digital Accessibility Taskforce, recommended the Board consider revising Board Policy 07.36 - *Accessibility of College Programs and Facilities and Services for Individuals with Disabilities*. Trustees received the proposed revisions. Dr. Nwosu reported the Digital Accessibility Task Force has made a request to incorporate a more comprehensive accessibility commitment statement into this policy and include specific language to raise awareness of the concept of "digital accessibility" and to differentiate it from physical accessibility.

Proposed revisions were submitted as first reading and will be brought back to the Board for approval during the April 2023 regular meeting.

**Calendar of Events.**

Trustees reviewed a calendar of upcoming events. Dr. Bullock highlighted the Employee Recognition Luncheon set for March 29, the Foundation Scholarship & Donor Reception set for April 12, the Annual Organizational Meeting on May 1, Commencement ceremonies on May 12 and the Board Retreat set for May 17.

**Action Items.**

**Approval of Resolution No. 0323-008 for Support of the Extension of the Sullivan TIF District III Redevelopment Project Area.**

Trustees heard a recommendation from Dr. Bullock that the Board approve the above-referenced resolution. Trustees reviewed details of the resolution supporting a 12-year extension for the Sullivan Tax Increment Finance (TIF) District III Redevelopment Project Area. Trustees learned this TIF District was established in 2001 with a life of 23 years. Trustees reviewed a summary of the benefits and projects associated with this TIF District to date.

Trustee Curtis moved and Trustee Walk seconded to approve as presented Resolution No. 0323-008 for Support of the Extension of the Sullivan TIF District III Redevelopment Project Area. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

**Approval of Tuition and Fees Rates for Summer 2023 and Fall 2023.**

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Trustees heard a recommendation from Trustee Storm, Finance Committee Chairman, to adjust tuition for the summer 2023 and fall 2023 terms back to \$110.50 per credit hour, the same rate charged from summer 2020 through spring 2022. Trustees were reminded that last academic year the college lowered the in-district tuition from \$110.50 to \$100 per credit hour as an historic initiative in response to the pandemic and inflationary pressures for our students. He said that when the Board approved this lowered tuition rate, we informed our students and the College community it would be a one-year reduction. Trustee Storm said the Finance Committee met recently to review this recommendation and the Committee's consensus was to recommend to the Board approval of the administration's recommendations of the tuition and fees rates as presented.

Dr. Bullock said that the tuition adjustment was required in order to maintain fiscal stewardship and adjust for the increasing costs associated with College operations. Dr. Bullock noted that the Lake Land College tuition rate would remain significantly below the statewide average for in-district and out-of-district levels compared to other community colleges. Trustees received a written recommendation from Dr. Bullock on behalf of the Cabinet for this tuition adjustment as well as maintaining the same fees rates for the upcoming summer and fall terms.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the tuition and fees rates for the Summer 2023 and Fall 2023 terms, including in-district tuition being adjusted back to \$110.50 per credit hour, the same rate charged from summer 2020 through spring 2022, and out-of-district and out-of-state tuition rates remaining the same as Academic Year 2023 rates and fees rates remaining the same as Academic Year 2023 rates.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Academic Calendars.**

Trustees heard a presentation from Dr. Lynch, on behalf of the Academic and Enrollment Calendar Committee, for the Board to approve the proposed academic calendars for 2024-2025 and 2025-2026. Trustees received a copy of the proposed calendar summaries. Dr. Lynch reported that the recommended calendars comply with requirements established in Board Policies 06.03 *Academic Calendar* and 05.20 *Holidays and Summer Work Week* and satisfy the requirements of the Illinois Community College Board and the collective bargaining agreement between the Lake Land College Faculty Association and the Board of Trustees.

Trustee Walk moved and Trustee Reynolds seconded to approve as presented the academic calendars for 2024-2025 and 2025-2026.

There was no further discussion.

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Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Recipient of the Business Partnership Award.**

Trustees heard a recommendation from Dr. Nwosu that the Board approve the nomination of EJ Water Cooperative of Dieterich for the College's 2023 Business Partnership Award. Trustees received a copy of the nomination letter that will be submitted to ICCTA in consideration of their state-level award for the Business Partnership category. Dr. Nwosu's memo and the nomination letter highlighted the basis for this nomination.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the nomination of EJ Water Cooperative of Dieterich for the College's 2023 Business Partnership Award and nominate EJ Water to ICCTA for consideration of their state-level award in this category.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Recipient for the Outstanding Full-Time Faculty Award.**

Trustees heard a recommendation from Dr. Nwosu to award the 2023 Lake Land College Full-Time Faculty Award to Mr. Greg Powers, Speech Communication/ Broadcasting Instructor and Director of Broadcast Operations.

Trustee Cadwell moved and Trustee Reynolds seconded to approve as presented the nomination of Mr. Greg Powers, Speech Communication/Broadcasting Instructor and Director of Broadcast Operations, for the College's 2023 Full-Time Faculty Award.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

### **Approval of January 2023 Financial Statements.**

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Trustees reviewed the January 2023 Financial Statements and heard from Mr. Greg Nuxoll, Vice President for Business Services, who highlighted the Financial Statements and significant variances.

Trustee Storm said the Finance Committee met recently to review the Financial Statements and the Committee's consensus was to recommend to the Board approval of the Financial Statements as presented.

Trustee Storm moved and Trustee Reynolds seconded to approve as presented the January 2023 Financial Statements.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

#### **Approval of Faculty Tenure Recommendations.**

Trustees heard a recommendation from Dr. Nwosu that the Board grant tenure to three full-time faculty including: Ms. Jessica Byers, Nursing Instructor; Ms. Kristine Marler, Cosmetology Instructor; and Ms. Bethany Workman, Nursing Instructor.

Trustee Walk moved and Trustee Curtis seconded to approve the granting of tenure effective with the beginning of the Fall 2023 semester to three full-time faculty including: Ms. Jessica Byers, Nursing Instructor; Ms. Kristine Marler, Cosmetology Instructor; and Ms. Bethany Workman, Nursing Instructor.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

#### **Approval of Reemployment of Tenured and Non-Tenured Faculty Members.**

Trustees heard a recommendation from Dr. Nwosu that the Board approve the reemployment of tenured and non-tenured faculty members for the 2023/24 academic year.

Trustee Reynolds moved and Trustee Storm seconded to approve as presented the reappointment of tenured and non-tenured faculty members for the 2023/24 academic year.

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There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Appointment or Reappointment of Division Chairs.**

Trustees heard a recommendation from Dr. Nwosu to approve the reappointment of all seven division chairs for academic year 2023/2024. Dr. Bullock said he concurs with Dr. Nwosu's recommendations and respectfully requested the Board to approve the reappointment of seven division chairs as presented.

Trustee Cadwell moved and Trustee Curtis seconded to approve as presented the appointment or reappointment of division chairs for academic year 2022/23 as follows:

- Mr. Ryan Orrick, Agriculture Division
- Ms. Erin Swingler, Allied Health Division
- Ms. Tynia Kessler, Business Division
- Ms. Salisa Hortenstine-Olmsted, Humanities and Communications Division
- Dr. Mike Rudibaugh, Math and Science Division
- Mr. Charles Jarrell, Social Science and Education Division
- Mr. Michael Beavers, Technology Division

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Proposed Revisions to the Following Board Policies: 05.04.04 – Work Week, 05.36 - Abused and Neglected Child Reporting Policy, 07.01 – Admission of Students, and 11.04 - Discrimination and Harassment.**

Trustees reviewed a recommendation from Ms. Dustha Wahls, Director of Human Resources, and Ms. Jean Anne Highland, Chief of Staff, that the Board approve revisions to the four above-referenced Policies. Trustees learned the administration has been reviewing legal updates from Robbins Schwartz, the College's legal counsel, and has determined the college needs to revise the four above-referenced policies due to recently enacted laws or amendments to existing law. Trustees received the recommendations for revisions to these four policies and reviewed a synopsis for these recommendations.

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Ms. Highland said that because all four of the above-referenced policy changes became effective January 1, 2023, she respectfully requested the Board waive first reading and approve revisions to the four referenced Board Policies at the March 2023 meeting.

Trustee Walk moved and Trustee Reynolds seconded to approve as presented revisions to Board Policies 05.04.04 – *Work Week*, 05.36 - *Abused and Neglected Child Reporting Policy*, 07.01 – *Admission of Students*, and 11.04 - *Discrimination and Harassment*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

#### **Approval of Bid for Learning Resource Center Network Room Air Conditioner.**

Trustees heard a recommendation from Mr. Nuxoll for the Board to award the bid from Mechanical Inc. of Champaign, doing business as Helm Service, in the amount of \$65,454 for the Learning Resource Center (LRC) Network Room Air Conditioner Replacement Project No. 2023-005. Trustees received the bid tabulation sheet detailing Helm Service submitting the lowest of three bids received. Mr. Nuxoll said although we received a bid from an in-district vendor, Entec Services of Mattoon, the bid from Helm Service is almost \$30,000 lower.

Trustee Curtis moved and Trustee Storm seconded to approve as presented the bid from Mechanical Inc. of Champaign, doing business as Helm Service, in the amount of \$65,454 for the Learning Resource Center (LRC) Network Room Air Conditioner Replacement Project No. 2023-005.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

#### **Declaration of Surplus Items or Equipment.**

Mr. Nuxoll requested the Board to declare as surplus 26 Yamaha Portatone Electric Keyboards, Neal Hall furniture that will be replaced this summer as part of the Neal Hall renovation project via the Capital Development Board (CDB), and 28 copier machines, which are included as trade-ins as part of the next agenda item seeking Board approval to purchase

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new campus copier machines. He said that if these items are approved by the Board as surplus, then the administration will dispose of them in a manner most beneficial to the College.

Trustee Reynolds moved and Trustee Walk seconded to declare as surplus 26 Yamaha Portatone Electric Keyboards, Neal Hall furniture that will be replaced this summer as part of the Neal Hall renovation project via the Capital Development Board (CDB), and 28 copier machines so that the administration may dispose of these items or equipment in a manner most beneficial to the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

**Approval of Order Agreement with Ricoh USA for Purchase of Campus Copiers and Related Service Contract.**

Trustees heard a recommendation from Mr. Nuxoll for the board to approve an order agreement with Ricoh USA for the purchase of 29 new copier units at a cost of \$90,353 and the related five-year service contract. The proposed agreement, which was provided to each Trustee, included the trade in of 28 obsolete copiers, which were requested to be declared as surplus in the preceding action item.

Trustee Reynolds moved and Trustee Curtis seconded to approve as presented the order agreement with Ricoh USA for the purchase of 29 new copier units at a cost of \$90,353 and the related five-year service contract.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

**Approval of Purchase of Used Truck to Act as the College's Second Snow Plow.**

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve the purchase of a used truck, not to exceed \$90,000, that can be outfitted for use as a second snow plow truck, similar to how the new Ford 450 truck, which was purchased last year, has been outfitted. Mr. Nuxoll reported the Ford 450 truck's multi-functional use has been very beneficial to the



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College, and that the Physical Plant department could utilize a second truck for the same snow plow and multi-functional use.

Trustee Reynolds moved and Trustee Walk seconded to approve as presented the purchase of a used truck, not to exceed \$90,000 that can be outfitted for use as a second snow plow truck for the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Approval of Property, Casualty and Liability Insurance.**

Trustees heard a recommendation from Mr. Nuxoll that the Board accept the property, casualty and liability insurance bid submitted by Employers Mutual Casualty (EMC), as our Property and Casualty insurance provider for the upcoming year in the amount of \$207,471 for the coverage period April 15, 2023 through April 15, 2024. Trustees received the summary documentation of the Policy renewal from Dimond Brothers Insurance, the College's property and casualty insurance consultant.

Mr. Nuxoll said that Dimond Brothers Insurance solicited bids from several providers, but all other companies declined to provide a bid, as they did not feel they would be competitive with the incumbent agency, EMC. He said Dimond Brothers also indicated the number of insurance companies willing and capable of covering a College with our building values is minimal. He said despite the fact that the current year proposed bid from EMC reflects a \$22,055, or 11.9%, increase compared to the prior year and EMC is the sole bidder, the administration's recommendation, along with Dimond Brothers, is to accept the bid from EMC.

Mr. Nuxoll reported the main rationale for the increase in the property, casualty and liability insurance premium is a 7% increase on building values and a 4% increase on content values. He said the policy includes an increase of \$12.2 million in total insured building value, with the largest increase of nearly \$6.0 million in the insured value of the Field House.

Trustees also learned that we are still awaiting the earthquake coverage premium from EMC. Mr. Nuxoll said the prior year earthquake premium was \$22,304 and Dimond Brothers believes the current year premium would rise similar to the Property and Casualty Policy. Mr. Nuxoll said the administration believes it would be acceptable to move forward with the earthquake coverage as long as the proposed premium does not exceed a 20% increase over the prior year premium of \$22,304.

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Mr. Nuxoll noted that the Finance Committee met on March 9, 2023, for an in-depth review of this agenda item. Committee Chair Storm updated the Board on the Committee's review and said the Committee's consensus was to recommend to the Board approval of this property, casualty and liability insurance renewal as presented.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the property, casualty and liability insurance bid from Employers Mutual Company (EMC), in the amount of \$207,471 for the upcoming policy year April 15, 2023, through April 15, 2024, and the renewal of the earthquake coverage as long as the proposed premium does not exceed a 20% increase over the prior year premium of \$22,304.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Closed Session**

7:20 p.m. – Trustee Storm moved and Trustee Curtis seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1)(5) and (6), to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees; consider the purchase or lease of real property for the use of the college; and to discuss the setting of a price for sale or lease of property owned by the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Return to Open Session - Roll Call**

7:38 p.m.

**Trustees Physically Present:** Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis, Ms. Doris Reynolds, Mr. Dave Storm, Mr. Mike Sullivan, Chair; Ms. Denise Walk, Mr. Tom Wright, Secretary; and Student Trustee Ms. Maggie Kelly.

**Trustees Absent:** None.

### **Approval of Human Resources Report.**

Lake Land College Board of Trustees  
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Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the Report as presented and he highlighted some of the recommended personnel changes.

Trustee Cadwell motioned and Trustee Curtis seconded to approve as presented the following standard Human Resources Report.

**The following employees are recommended for FMLA leave. Board policy 05.04.12.**

Monti, Francesca	2/1/23-4/30/23
Taylor, Deb	1/26/23-4/21/23
Wahls, Dustha	12/20/22-12/20/23 Intermittent

**The following positions have been recommended by the Lake Land College President's Cabinet**

Coordinator of Mental Health Services	Level 15
PATH Grant Project Manager	Level 13
Student Wellness Specialist	Level 12

**Additional Appointments**

**The following employees are recommended for additional appointments**

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Iheasi, Elfrieda	Newspaper Editor - Student Newspaper	2/23/23
	Primary Position Bookstore Rush Worker	
Jenkins, Elyse	Newspaper Editor - Student Newspaper	2/17/23
	Primary Position College Work Study	

**End Additional Appointments**

**The following employees are ending their additional appointment**

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Kaurin, Joy	Adj Reading Instructor	12/16/22
	Primary Position Perkins Specialist	

**New Hire-Employees**

**The following employees are recommended for hire**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Haskett, Hayley	Student Engagement Administrative Asst	3/27/23
<b>Part-time</b>		
Hammer, Donovan	Student Path Recipient	1/9/23
Mullenix, Caleb	Student Path Recipient	1/9/23
Rauschek, Kelly	Technical Support Assistant	2/27/23

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Smith, Gregory                                      Basketball Scorers/Timers                                      1/9/23

### **Terminations/Resignations**

**The following employees are terminating employment**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Darst-Smith, Corinne	Correctional Office Assistant	2/17/23
<b>Part-time</b>		
Costantino, Bianca	Police Officer	11/19/22
Davidson, Jo	Police Officer	10/22/22
Seiler, Trent	Police Officer	8/28/22

### **Transfers/Promotions**

**The following employee is recommended for a change in position**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Fraser, Brian	Information Security Specialist Transferring from Technical Support Specialist	3/20/23
Sines, James	System Administrator Transferring from Programmer Analyst	03/20/23
Winkleman, Christine	Correctional Office Assistant-Vienna Transferring from Correctional Office Assistant-Murphysboro	2/14/23
<b>Part-time</b>		
Czyzewski, Kennedy	TRIO Destination College Student Specialist Transferring from College Work-study-TRIO	2/3/23

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

**Motion carried.**

### **Other Business. (Non-action)**

There was no additional discussion.

### **Adjournment.**

Trustee Curtis moved and Trustee Storm seconded to adjourn the meeting at 7:42 p.m.

Lake Land College Board of Trustees  
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Page **16** of **16**

There was no further discussion.  
Motion carried by unanimous voice vote.

Approved by:

\_\_\_\_\_  
Board Chair

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

\*Note – See Board of Trustees web page for any referenced attachments to these minutes.  
[https://www.lakelandcollege.edu/col/board\\_minutes/](https://www.lakelandcollege.edu/col/board_minutes/)

# STATE OF ILLINOIS

EXECUTIVE DEPARTMENT

## Proclamation

*WHEREAS, America's first public community college was established in Joliet, Illinois, in 1901; and,*

*WHEREAS, today the Illinois Community College System is now the third largest in the nation with 48 community colleges and 39 college districts located throughout the state; and,*

*WHEREAS, according to the Illinois Community College Board, Illinois community colleges educate 60 percent of the students enrolled in Illinois public higher education; and,*

*WHEREAS, Illinois is number one in the nation for bachelor's degree completion rates among community college students who transfer (54 percent); and,*

*WHEREAS, nine out of ten of the state's community college graduates live, work, pay taxes, and raise their families in Illinois; and,*

*WHEREAS, earning an Associate of Applied Science or long-term certificate from an Illinois community college adds more than \$570,000 in lifetime earnings; and,*

*WHEREAS, nearly 74 percent of Illinois employers have hired a community college graduate; and,*

*WHEREAS, in fiscal year 2021, Illinois community colleges partnered with local school districts and offered 13,314 dual credit courses to 66,788 high school students; and,*

*WHEREAS, Illinois community colleges share a common mission to prepare people for the workforce, to transfer students to other colleges and universities, and to continually respond to the communities they serve through adult literacy continuing education services;*

*THEREFORE, I, JB Pritzker, Governor of the State of Illinois, do hereby proclaim April 2023 to be Illinois Community College Month in honor of the Illinois Community College System and the significant contribution these institutions are making to the strength, vitality, and prosperity of our state.*

*In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.*

*Done at the Capitol in the City of Springfield,*  
 this TWENTY-FOUR day of MARCH, in  
 the Year of Our Lord, two thousand and  
TWENTY-THREE, and of the State of Illinois,  
 two hundred and FIFTH.



*Alexi Giannouh*  
 SECRETARY OF STATE

*JB Pritzker*  
 GOVERNOR



# MEMO

TO: Dr. Jonathan Bullock, President

FROM: Tessa Wiles, Director of Dual Credit and Honors Experience

DATE: March 20, 2023

RE: All-Illinois Community College Academic Team Nominees

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Each year, Lake Land College has the opportunity to nominate students for the All-Illinois Community College Academic Team to be eligible for the All-USA \$5,000 scholarships and the Coca-Cola scholarship nomination. The nominations, submitted by the Phi Theta Kappa Honors Society Advisor, are based on academic achievement, leadership skills and participation in various campus and community activities. This year our nominees include:

Transfer student nominees - Andrew Matheny and Josie Strauch  
 CTE student nominee - Darrius Frazier

Andrew Matheny is currently a sophomore at Lake Land College studying Pre-Engineering. He will transfer to SIUE for the next academic year to pursue a Civil Engineering degree. Andrew has been an active member of PTK and the driving force behind PTK college project House-to-Home that assists student with essential home goods. Andrew is currently the Vice-President of the PTK chapter. Not only was Andrew nominated for the All-Illinois, but out of 2,500 students was awarded the Coca-Cola scholarship. He has been on the President's/Dean's list for academic achievement every semester. He is also a member of NSLS. Andrew works part-time as a tutor in the Testing and Tutoring center on campus.

Josie Strauch is a St. Elmo native where she was raised on a grain and livestock farm. She is currently a sophomore at Lake Land College studying Agribusiness and Management. This fall she plans to transfer to Murray State University and obtain a bachelor's in Agriculture Education. After graduation, her plans are to return to the St. Elmo area and begin her teaching career locally. She has been a member of PTK since early 2022.

Darrius Frazier is currently the President and very active member of the Alpha Theta Psi chapter of PTK at Lake Land College. He is the Business Manager, Archivist, and Reporter for the Navigator News. He is currently part of the Council of Autistic Advisors (CAA) for the national office of Autism Society of America. He is among one of the founding members of the Central Illinois chapter for Autism Society. He also received the General Assembly Scholarship from the State of Illinois.

On April 27th, the Vice President for Academic Services, Ike Nwosu, and the Director of Dual Credit and Honors Experience, Tessa Wiles, will accompany our nominees to the statewide Phi Theta Kappa banquet in Springfield at the President Abraham Lincoln Doubletree Hotel where they will be recognized for their outstanding achievements and inclusion on the All-Illinois Community College Academic Team.

I would like to recognize the achievements of these talented and outstanding student representatives at the 2023 April meeting of the Board of Trustees.

**LAKE LAND**  
COLLEGE

# MEMO

**TO:** Dr. Jonathan Bullock, President  
**FROM:** Ike Nwosu, Vice President for Academic Services  
**DATE:** April 3, 2023  
**RE:** Curriculum Committee Activity

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Attached is a listing of new courses and curricula as well as changes in current courses and curricula that have been approved by the Curriculum Committee from October 2022 to March 2023.

Please share this listing with the Board of Trustees at their regular meeting of April 10. I will be available to answer any questions you or the Board may have.

Attachment: Curriculum Committee Highlights



## Curriculum Committee Highlights October 2022-March 2023

### Course Additions

ABB 001 Evidence Based Reading  
AGR 059 Agriculture Writing for Industry  
AHE 035 Allied Health Support  
AUT-071 Automotive Lab I  
AUT-072 Automotive Lab II  
AUT-073 Automotive Lab III  
DHY 097 Head and Neck Anatomy  
DHY 098 Transition to a RDH  
MAP 091 Med Assist Externship Seminar

### Course Changes

AUT-048 Intro to Automotive Maintenance & Light Repair  
AUT-050 Automotive Engine Repair  
AUT- 051 Electrical Systems I  
AUT-052 Engine Computer Systems and Sensors  
AUT-053 Brake Systems  
AUT-054 Vehicle Heating and Air Conditioning Systems  
AUT-059 Electric Systems II  
AUT-076 Auto Transmissions/Transaxles  
AUT-080 Automotive Steering and Suspension  
AUT-081 Ignition and Fuel Systems  
AUT-082 Manual Drive Train and Axles  
AUT-083 Vehicle Emission Systems  
BUS 099 Computerized Accounting  
CJS 094 Advanced Crime Scene Investigation  
CJS 095 Crime Scene Reconstruction  
DHY 043 Dental Hygiene Board Review  
DHY 045 Radiology  
DHY 069 Preclinic I  
DHY 082 Dietary Analysis DA for DH/Seminar I  
DHY 084 Dietary Analysis DH/Seminar II  
DHY 093 Ethics and Jurisprudence  
DHY 095 Dietary Analysis DH/Seminar III  
MAP 090 Med Assist Externship  
MAS 055 Massage Therapy I  
MAS 065 Massage Therapy II  
MAS 075 Massage Therapy III  
MAS 085 Massage Therapy IV  
MAT 115 Gen Ed Math Pathway  
MAT 116 Gen Ed Math  
MAT 118 Math for Elementary Teachers I  
MAT 124 Statistics Pathway

MAT 125 Statistics  
MAT 132 Trigonometry  
MAT 210 Finite Mathematics  
MAT 211 Math Analysis  
MAT 218 Math for Elementary Teachers II  
MAT 241 Calculus I

MAT 129 College Algebra Pathway  
MAT 130 College Algebra  
MAT 140 Algebra w/Trigonometry

**Inactive Courses**

DHY 041 Dental Terminology  
DHY 044 Administration of Local Anesthetics  
DHY 073 Immunology  
DHY 090 Expanded Duties for the Dental Hygienist

**Withdrawn Courses**

MCS 095 Medical Office Procedures  
ADN 061 Health Assessment  
PTA 093 Pathology for PTA

**Program Changes**

AAS.AUTO Automotive Technology  
AAS.DH Dental Hygiene  
AAS.EET Electronic Engineering Technology  
AAS.MAP Medical Assistant  
AAS.MECH Applied Engineering Technology  
AAS.WEL Welding  
AA.PVET Pre-Veterinary Medicine  
AA.SPECH Communications  
AS.BA Business-course sequence  
CRT.MT Massage Therapy

**DOC Program Changes**

CRT.XHRM Horticulture Management

### Calendar of Events

Monday, April 10, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Wednesday, April 12, 2023	11 a.m. – Foundation Scholarship & Donor Reception Foundation and Alumni Center
Monday, May 1, 2023	3:30 p.m. – Annual Organizational Meeting Board and Administration Center, 011
Thursday, May 4, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, May 8, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, May 12, 2023	10 a.m. - Nursing Pinning Ceremony – Field House 12 p.m. - John Deere Ag Tech Luncheon – West Building 2:30 p.m. - Dental Hygiene Ceremony – Luther Student Center Theatre 6 p.m. - 2023 Commencement Ceremony - Field House
Tuesday, May 16, 2023	10 a.m. – Pathways Graduation – Luther Student Center Theatre 6 p.m. – GED Graduation – Luther Student Center Theatre
Wednesday, May 17, 2023	12 p.m. – 5 p.m. Board of Trustees Annual Retreat with Lunch Board and Administration Center
Thursday, June 8, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, June 12, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, July 6, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, July 10, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011

Thursday, August 10, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, August 14, 2023	5 p.m. – Board Dinner – Kluthe Center, Effingham 6 p.m. – Board Meeting – Kluthe Center, Effingham
Thursday, September 7, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, September 11, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 5, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, October 9, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, November 9, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, November 13, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, December 7, 2023	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, December 11, 2023	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011

# Lake Land College Board of Trustees



MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, held in Room 011 of the Board and Administration Center, 5001 Lake Land Boulevard, Mattoon, Illinois, in said Community College District at 6:00 o'clock P.M., on the 10th day of April, 2023.

\* \* \*

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

The Chairman announced that the next item of business before the Board of Trustees was the consideration of a resolution amending a resolution previously adopted by the Board of Trustees on the 9th day of May, 2022, authorizing the issuance of the District's General Obligation Debt Certificates (Limited Tax), Series 2022. The purpose of the amendment is to revise the purposes for which the proceeds of such debt certificates may be used.

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

# Lake Land College Board of Trustees



**RESOLUTION NUMBER: 0423-009**

**DATE: April 10, 2023**

RESOLUTION amending the resolution authorizing and providing for the issue of General Obligation Debt Certificates (Limited Tax), Series 2022, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, to revise the purposes for which the proceeds of such certificates may be used.

\* \* \*

WHEREAS, the Board of Trustees (the "*Board*") of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "*District*"), on the 9th day of May, 2022, adopted a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, and for the issue of not to exceed \$16,100,000 General Obligation Debt Certificates (Limited Tax), of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

(the "*Certificate Resolution*"), pursuant to which the District issued its General Obligation Debt Certificates (Limited Tax), Series 2022 (the "*Certificates*"); and

WHEREAS, the Board in the Certificate Resolution authorized the use of the proceeds of the Certificates to complete capital projects in and for the District, including, but not limited to, constructing the Rural Development Technology Center and renovating, repairing and equipping District facilities, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto (the “*Original Project*”); and

WHEREAS, the Board has determined that it is in the best interests of the District that the Original Project be amended to authorize the use of a portion of the proceeds of the Certificates to purchase a building (the “*Building Purchase*”) to be used as the Rural Development Technology Center instead of constructing said building (the “*Revised Project*”):

NOW, THEREFORE, Be It Resolved by the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, as follows:

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

*Section 2. Amendment of Certificate Resolution.* The definition of the term “Project” in the second preamble of the Certificate Resolution and in the form of Installment Purchase Agreement contained in the Certificate Resolution is hereby amended to read as follows to reflect the inclusion of the Revised Project: complete capital improvements in and for the District, including, but not limited to, purchasing a building to be used as the Rural Development Technology Center and renovating, repairing and equipping District facilities, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto.”

*Section 3. Use of Certificate Proceeds.* The Board hereby authorizes the use of Certificate Proceeds at an amount not to exceed \$12,500,000 for the Building Purchase.



*Section 4. Filing.* A certified copy of this Resolution shall be filed with the Secretary and Treasurer of the Board; and the Secretary shall in the future attach a certified copy of this Resolution to the Certificate Resolution whenever the Secretary makes available a copy of the Certificate Resolution.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted April 10, 2023.

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Chairman, Board of Trustees

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Secretary, Board of Trustees

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

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

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

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

Whereupon the Chairman declared the motion carried and said resolution adopted,  
approved and signed the same in open meeting and directed the Secretary to record the same in  
the records of the Board of Trustees of Community College District No. 517, Counties of Coles,  
Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper,  
Macon, Montgomery, Moultrie and Shelby and State of Illinois, which was done.

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

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

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

STATE OF ILLINOIS        )  
   ) SS  
 COUNTY OF COLES         )

### CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the “*Board*”), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 10th day of April, 2023, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION amending the resolution authorizing and providing for the issue of General Obligation Debt Certificates (Limited Tax), Series 2022, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, to revise the purposes for which the proceeds of such certificates may be used.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 10th day of April, 2023.

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Secretary, Board of Trustees

# Lake Land College Board of Trustees



RESOLUTION NUMBER: 0423-010

DATE: April 10, 2023

*Resolution to Purchase Real Property Owned by Patterson Technology Center, Inc.  
for Property Located at 1201 Althoff Drive, Effingham, IL.*

**WHEREAS**, the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board"), desires to purchase property at 1201 Althoff Drive in Effingham, Illinois, currently owned by Patterson Technology Center, Inc. (the "Property") as described in the Contract for Purchase and Sale, attached hereto as Exhibit A; and

**WHEREAS**, the Board is authorized pursuant to Section 3-36 of the Public Community College Act, 110 ILCS 805/3-36, to buy a site for college purposes; and

**WHEREAS**, the Board has determined that it is in the best interest of Lake Land College to acquire the above-referenced Property.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois, as follows:

**SECTION 1.** The preamble recitals of this Resolution are hereby adopted as if fully set forth herein.

**SECTION 2.** The Board hereby approves the purchase of the Property described in the Commercial Real Estate Purchase Agreement attached hereto as Exhibit A and as further described as:

LOT 1 IN PATTERSON SUBDIVISION BEING A SUBDIVISION OF PART  
OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8

NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2010 AS DOCUMENT 20100100934 IN EFFINGHAM COUNTY ILLINOIS RESERING TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OF THE RIGHT, TITLE AND INTEREST IN ANY AND ALL OIL, GAS AND MINERALS AND MINERAL RIGHTS UNDERLYING SAID LOT ONE (1), SUBJECT, HOWEVER, TO THE RESTRICTIONS NOTED BELOW.

Property Index Number 12-12-015-012

**SECTION 3.** The Board hereby approves the Commercial Real Estate Purchase Agreement in substantially the same form as attached hereto as Exhibit A, and made a part hereof.

**SECTION 4.** The Board hereby authorizes and directs its President and President’s designee to execute the Commercial Real Estate Purchase Agreement, any addenda, and/or any and all other required documents and instruments, and take any and all other required actions, to complete this transaction.

**SECTION 5.** This Resolution shall be in full force and effect immediately upon its passage.

Adopted this 10th day of April, 2023 by the following vote.

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES  
LAKE LAND COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 517  
COUNTIES OF CHRISTIAN, CLARK, CLAY,  
COLES, CRAWFORD, CUMBERLAND,  
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,  
JASPER, MACON, MONTGOMERY,  
MOULTRIE, AND SHELBY  
STATE OF ILLINOIS

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

Chair

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

Secretary

## EXHIBIT A TO RESOLUTION

**COMMERCIAL REAL ESTATE PURCHASE AGREEMENT**

**THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT** (this “**Agreement**”), made this \_\_\_\_ day of April 2023, by and between Patterson Technology Center, Inc., a Minnesota Corporation with a principal place of business of 1031 Mendota Heights Road, St. Paul, Minnesota 55120 and registered to transact business in Illinois as a foreign corporation, hereinafter referred to as the “**Seller**,” and Lake Land College, an Illinois public community college, having the address of 5001 Lake Land Boulevard in Mattoon, Illinois 61938, hereinafter referred to as “**Purchaser**.” Purchaser and Seller are sometimes herein referred to each individually as a “**Party**” or “**party**” and collectively as the “**Parties**” or “**parties**”. This Agreement shall be become effective on the date of the full execution and delivery by the Parties hereto (“**Effective Date**”).

**WITNESSETH**

**WHEREAS**, Seller is the title owner of fee simple title to certain real estate and buildings thereon, commonly known as 1201 Althoff Drive in Effingham, Illinois, the legal description of which is set forth on Exhibit “A” attached hereto and made a part hereof by this reference hereinafter referred to as “**Premises**,” but excluding therefrom all right, title and interest in all oil, gas, and minerals and mineral rights underlying such land previously conveyed or reserved in any prior deed; and

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase, the Premises in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Seller and Purchaser have negotiated for the purchase of the Premises and have agreed to approve, adopt and execute this Agreement upon the terms and conditions herein expressed;

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

**ARTICLE I**  
**SALE AND PURCHASE**

For the consideration heretofore and hereinafter mentioned, Purchaser agrees to purchase and Seller agrees to sell and convey or cause to be conveyed to Purchaser, upon the terms and conditions set forth in this Agreement, all of the following: (a) all of Seller’s right, title, estate, and interest in and to the Premises, (b) all rights, privileges, easements, and right of ways appurtenant to said Premises, including without limitation to all mineral rights, if any, underlying the Premises owned by Seller, (c) all improvements and fixtures located on the Premises, except any trade fixtures that will be located in the Leasehold Premises (as defined in Article XI below), (d) all rights, warranties, guarantees, utility, contracts, approvals, permits, certificates of occupancy, surveys, plans and specifications, and any agreements, covenants, or indemnifications that Seller received from any third party with respect to the Premises that are assignable at no cost to the Seller, including any prior owner, and relating to the above, except any of the foregoing in arising from tenant improvements by the Purchaser in the Leasehold Premises. Purchaser acknowledges that the Premises is currently occupied and used by Seller for commercial operations and Seller desires to continue such use of a portion of the Premises post-Closing as set forth in the Lease (defined in Article XI below) between Purchaser and Seller, which Lease is a Closing Deliverable (defined in Article X(c) below).

**ARTICLE II**  
**PURCHASE PRICE**

Subject to the provisions for adjustment as set forth in this Agreement, the purchase price for the Premises shall be FIFTEEN MILLION AND FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$15,500,000.00) (the “**Purchase Price**”) due and payable to Seller at Closing, defined hereinbelow, subject to any credits or adjustments as provided herein, simultaneously with delivery of the Deed (defined below), by one or more wire transfers of immediately available funds to an account designated by Seller.

**ARTICLE III**  
**PRORATIONS AND ADJUSTMENTS**

The following prorations and adjustments shall be made to the Purchase Price at Closing:

(a) **Taxes**. All ad valorem real estate taxes, assessments, and other governmental levies and charges, general and special, of any kind upon the Premises, or any part thereof (“**Taxes**”) for the years 2022 and 2023, to the extent accrued prior to Closing in connection with the Seller’s ownership of the Premises and which are not yet due and payable, shall be prorated and adjusted to the date of Closing, as hereinafter defined, based on the latest information available with respect to the Premises’ tax assessment. All prorations will be on the basis of a 365-day year with the date of Closing being charged to Seller; provided that, if the amount of such Taxes has not then been fixed, the proration shall be based upon the most recent assessment. Seller agrees to pay the 2022 Taxes due and payable in 2023, all prior years, and Purchaser shall pay the Taxes which are not yet due and payable, as prorated and adjusted pursuant to this paragraph. The amount of Taxes owed by Seller for the 2022 and 2023 Taxes, as applicable, shall be deducted from the Purchase Price and credited to Purchaser at the time of Closing, and Purchaser shall thereafter be responsible for payment of the same except to the extent otherwise required under the Lease between Purchaser and Seller (defined in Article XI below).

(b) **Release of Monetary Encumbrances**. Except as otherwise provided herein, on or before Closing, Seller shall cause, at Seller’s sole cost and expense, any and all liens (monetary and otherwise, except liens for Taxes which shall be paid in accordance with Section 3(A) above), security interests, mortgages or deeds of trust affecting the Premises which were caused by Seller (“**Seller Monetary Encumbrances**”), to be satisfied and released. The proceeds due at Closing may be applied by Seller to satisfy and release any such encumbrance.

(c) **Seller’s Expenses**. Seller shall be responsible to pay for (i) all expenses in connection with the payment, release, and satisfaction of any Seller Monetary Encumbrances and recording costs to release any Seller Monetary Encumbrances, (ii) Seller’s attorneys’ fees, (iii) the costs of obtaining the Commitment, as described herein, (iv) one-half (1/2) of the premium for Purchaser’s owner’s policy of title insurance (excluding any endorsements thereto, if any) and the costs of the State of Illinois policy fees; (v) the Deed and Real Estate Transfer Declaration preparation costs, (vi) one-half (1/2) of the customary escrow, if any, and closing fees charged by the closing Title Company and (vii) such other expenses provided to be paid by Seller herein or not otherwise provided for herein and traditionally a seller’s costs in a transaction of this size and type in Effingham County, Illinois.

(d) **Purchaser’s Expenses**. Purchaser shall be responsible to pay for (i) Purchaser’s attorneys’ fees, (ii) the recording fee for the Deed, (iii) the cost of Purchaser’s survey and/or appraisal, if any, (iv) Purchaser’s expenses for tests, surveys, and inspections or other costs related to Purchaser’s Due Diligence review; (v) the final search fees, (vi) one-half of the premium for Purchaser’s owner’s policy of title insurance and the costs of the State of Illinois policy fees; (vii) any endorsements to the owner’s policy of title insurance, if any; (viii) the full costs of any money lender’s escrow and lender’s title policy (including any endorsements thereto), (ix) one-half (1/2) of the customary escrow, if any, and closing fees charged by the closing Title Company, (x) the costs of any required wiring fee charged by the closing Title Company, and (xi) such other expenses provided to be paid by Purchaser herein or not otherwise provided for herein and traditionally a buyer’s costs in a transaction of this size and type in Effingham County, Illinois.

(e) **Transfer and Proration of Utilities**. Seller shall cooperate with and assist Purchaser and its authorized representatives in order to provide, to the extent reasonably requested by Purchaser, an efficient transfer of control of the Property and to avoid any undue interruption in the activities and operations of the Premises following the Closing Date. Seller shall not cause any utilities to be disconnected until Purchaser shall have established an account for the utility in such Purchaser’s own name, which shall be completed within ten (10) business days after the Closing Date. Purchaser shall be liable to Seller for the utility payments for any utility maintained by Seller after the Closing Date. For any utility service transferred prior to the date of Closing, Seller shall be liable to Purchaser for all such utilities from the date of transfer through the date of Closing and for any unpaid utilities prior to the Closing.

**ARTICLE IV**  
**CONVEYANCE OF PREMISES**

Upon full payment of Purchase Price to Seller at Closing, Seller shall execute and deliver to Purchaser a good and sufficient Special Warranty Deed conveying fee simple title in the Premises described herein to Purchaser, subject to Permitted Exceptions. Seller shall also provide to Purchaser a completed Real Estate Transfer Declaration or other applicable tax transfer form signed by Seller or Seller's agent in the form required pursuant to the Illinois Real Estate transfer Tax Law and Purchaser shall pay the sum of any State of Illinois and Effingham County transfer tax imposed under said law on the Purchase Price. Further, Seller and Purchaser shall execute the Lease prior to the Closing and place in escrow with the Title Company until Closing.

**ARTICLE V**  
**TITLE COMMITMENT**

(a) Purchaser may, at Purchaser's expense, cause the Premises to be surveyed by a Surveyor selected by the Purchaser with approval from the Seller, such approval not to be unreasonably withheld or delayed. The plat of survey prepared by the Surveyor is hereinafter referred to as the "Premises Survey." The Premises Survey shall be prepared in accordance with current ALTA/NSPS Standards. The ALTA/NSPS Survey shall be made certified to the Purchaser, Seller, Title Company, and any other parties necessary to the completion of this Agreement.

(b) On or before termination of the Due Diligence Period, Purchaser shall obtain, at Seller's expense, a title commitment for an ALTA Form B owner's policy of title insurance, (the "**Commitment**") issued by a title insurance company authorized to do business in Effingham County, Illinois ("**Title Company**"), showing fee simple title to the Premises in Seller and all requirements to issue the policy and exceptions to the policy. Prior to the termination of the Due Diligence Period, defined hereinbelow, Purchaser shall deliver to Seller written notice of objections to those exceptions and title defects to which Purchaser objects ("**Unpermitted Exceptions**"). Seller may undertake to cure such defects at its own expense at Seller's sole discretion, except Seller Monetary Encumbrances which Seller must cure in accordance with Section 3(b) above. Seller shall notify Purchaser within five (5) days following the date of Purchaser's notice of the objections that either (i) the Unpermitted Exceptions have been removed from the Commitment or will be insured over by the Title Company pursuant to an endorsement to the Commitment delivered to Purchaser by the Title Company, or (ii) that Seller has failed or declined to have the Unpermitted Exceptions removed or insured over by the Title Company. If Seller notifies Purchaser that it has failed to have the Unpermitted Exceptions removed or insured over within the 5-day period or does not respond to Purchaser's objections within such period, Purchaser may elect either to take title subject to the Unpermitted Exceptions with no deduction from the Purchase Price for such Unpermitted Exceptions and such Unpermitted Exceptions shall become Permitted Exceptions or Purchaser may terminate this Agreement by giving written notice thereof to Seller within two (2) days after the 5-day period, such termination to become effective upon the giving of such notice. Upon such termination, Purchaser shall be entitled to the immediate return of all monies paid to Seller herein, if any. If Purchaser does not timely deliver written notice of objections, all matters set forth on the Commitment shall be Permitted Exceptions and Purchaser shall no longer have the ability to terminate this Agreement under this Section.

(c) Purchaser shall, at its expense, cause the Title Company to issue an owner's title insurance policy insuring title in the Purchaser as of the date of Closing in the amount of the Purchase Price in accordance with the Commitment, subject only to Permitted Exceptions, insuring Purchaser's fee simple title interest in the Premises.

(d) Purchaser may exercise any other right or remedy available to Purchaser under this Agreement.

(e) The title to be delivered by Seller to the Purchaser shall be expressly subject to the following and the following shall not be objections to good and merchantable title ("**Permitted Exceptions**");

(i) All taxes, special assessments and special taxes for the year 2022 and all subsequent years, and all taxes, special assessments and special taxes levied after the date hereof; and

(ii) All rights and easements in favor of the holder of any interest in the mineral estate, if any;



(iii) All standard general conditions and exceptions to title contained in title commitments traditional to Effingham County, provided that the same do not materially prohibit or impair the use of the Premises as it is being operated on the Effective Date of this Agreement or materially prohibit or impair the Purchaser's intended use of the Premises, in its sole determination;

(iv) Right of all persons claiming by, through or under Purchaser, or its nominee;

(v) All zoning, building, and other laws, ordinances, codes, restrictions, and regulations of all governmental authorities having jurisdiction with respect to the Premises, provided that the same are not in violation by the Premises location, construction, or otherwise and do not materially prohibit or impair the use of the Premises as it is being operated on the Effective Date of this Agreement or materially prohibit or impair the Purchaser's intended use of the Premises, in its sole determination; and

(vi) All easements and agreements of record for utilities, provided such exceptions do not materially prohibit or impair the use of the Premises as it is being operated on the Effective Date of this Agreement or materially prohibit or impair the Purchaser's intended use of the Premises, in its sole determination, impose any financial obligation on Purchasers, or render title unmarketable.

(f) The Commitment shall be updated and amended by the Title Company as of the date of Closing.

## ARTICLE VI

### ITEMS TO BE DELIVERED TO PURCHASER

As of the Effective Date, Seller has delivered to Purchaser, in the form of photocopies, electronic format or originals, any of the following in Seller's possession or control: existing surveys, plats, topographical information, design drawings, soil tests, inspection or engineering reports and environmental studies, reports or assessments, property insurance notices, leases in effect, restrictive covenants or other restrictions as it relates to and affects the Premises, written notices from governmental authorities within the past three (3) years of the date of this Agreement of violation of zoning, environmental, building or fire code, set back encroachments or variances or any environmental matter, including without limitation to all federal, state, local notices and/or letters and information of any company Seller previously engaged to perform any environmental tasks related to said government notices ("**Due Diligence Materials**").

## ARTICLE VII

### CONDITION OF THE PREMISES; ENVIRONMENTAL WAIVER AND RELEASE

(a) As-Is Condition. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE PREMISES, INCLUDING WITHOUT LIMITATION, THE LAND AND IMPROVEMENTS THEREOF, INCLUDING ALL STRUCTURAL COMPONENTS, FIXTURES, AND EQUIPMENT, IF APPLICABLE, AND ALL OTHER PARTS OF THE BUILDING OR PREMISES LOCATED THEREON, IF APPLICABLE, SHALL BE CONVEYED IN "**AS IS, WHERE IS, WITH ALL FAULTS**" CONDITION. Except as otherwise provided for herein and in Seller's warranty of title to be given in the Deed, Seller makes no covenant, representation, or warranty as to the suitability of the Premises or as to the physical condition thereof, for any purpose whatsoever. Purchaser further acknowledges that Seller has made no representations as to the boundary lines of the premises. Purchaser acknowledges for Purchaser and Purchaser's successors, heirs and assignees, that Purchaser has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents, and as more fully set forth in this Agreement.

(b) Environmental Waiver and Release. Except for any claim based on Seller's representations and warranties in Article XII(a) that is made in accordance with this Agreement, or with respect to conditions that Seller caused or knew existed, Purchaser, for itself and all future owners of the Premises, hereby forever waives, releases and covenants not to bring or participate in any demand, claim, cost recovery action or lawsuit it may now or hereafter have or accrue against Seller and its owners, officers, directors, managers, employees, agents, representatives, affiliates, parents, and subsidiaries (collectively, the "**Seller Parties**") arising from any environmental release or environmental matter related to the Premises, including, but not limited to: (i) loss, cost, or damage associated with

hazardous materials in, on, above, or beneath the Premises or emanating therefrom, or (ii) breach or violation of any Environmental Law.

(c) This Article VII shall survive and be enforceable for an unlimited period after the Closing Date and delivery of the Deed (defined below).

**ARTICLE VIII**  
INVESTIGATION OF THE PROPERTY

From and after the Effective Date of this Agreement and upon the terms in this Section, Seller grants to Purchaser and Purchaser's agents and representatives access to the Premises to conduct a complete non-invasive physical inspection of the Premises including, without limitation, preparation of boundary line, spot and topographical surveys, non-invasive environmental and hazardous waste and substance investigations, and such other non-invasive engineering, environmental and mechanical inspections and investigations as Purchaser may reasonably require, at Purchaser's costs and expense. Purchaser shall not complete invasive inspections at the Premises without the prior written consent of Seller. Purchaser acknowledges that any such investigation of the Premises will occur during occupancy of the Premises by Seller. During the Due Diligence Period, Purchaser may only access the Premises outside of normal business hours and with an employee of Seller present. After termination of the Due Diligence Period, Purchaser may access the Premises at any time with an employee of Seller present for the investigations. Purchaser shall indemnify, defend and hold Seller harmless from any mechanic's liens or other claims, costs, liabilities, damages or expenses (including attorneys' fees) against the Premises or Seller's ownership or caused to the Premises resulting from Purchaser's entry upon the Premises or from Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser and Purchaser shall restore the Premises to substantially the same condition as it existed prior to such investigations. This Section shall survive Closing or termination of this Agreement.

**ARTICLE IX**  
CONDITIONS TO CLOSE

In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the transactions contemplated herein shall be subject to the fulfillment, by satisfaction or waiver of the contingencies and conditions precedent which follow below, in Purchaser's sole and absolute discretion, by April 20, 2023 ("**Due Diligence Period**"). Purchaser, in its sole discretion, shall have the right to waive the Due Diligence Period.

(a) General Investigation and Inspection. Without limiting any of the below, Purchaser's satisfaction with the physical, environmental, and overall condition of the Premises for the ownership, use, and operation of the Premises contemplated by Purchaser, in its reasonable determination that there are no material defects which would materially prevent for Purchaser's intended use and operation of the Premises.

(b) Survey, Soil and Environmental Reports. Purchaser's approval of such surveys, soil, environmental, and other inspection reports including, without limitation, reports on soil compaction and bearing capacity. Purchaser shall have received evidence satisfactory to Purchaser that the Premises has not been used for the handling, treatment, storage, or disposal of any hazardous or toxic substance as defined under any applicable state or federal laws or regulation including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"), and any applicable similar rule or regulation under the laws of the State of Illinois or promulgated by the Illinois Department for Environmental Protection ("**collectively Environmental Law**"), or for any such use that has been heretofore disclosed by Seller or otherwise discovered by Purchaser during its due diligence investigation of the Premises, that said use was not in violation of any of the foregoing laws, and would not result in any remediation or other liability for Purchaser or materially interfere with or affect the current use of the Premises.

(c) Title. Purchaser's approval of the Commitment from the Title Company reflecting good and marketable fee simple title to the Premises and all easements and other rights benefiting the Premises in a condition approved by Purchaser with such coverage and including such endorsements as Purchaser may require, such Commitment being in a form satisfactory to Purchaser as described hereinabove.

(d) Zoning. Purchaser's satisfaction with the zoning of the Premises and Purchaser's determination that the Premises fully complies with all applicable codes, including the successful rezoning and/or application of any required special use application for the Premises which may be reasonably requested by Purchaser in order to operate and use the Premises as Purchaser intends.

(e) Personal Property Donation. Seller and the Lake Land College Foundation ("**Foundation**") shall enter into a Gift-In-Kind Certification on the form attached in Exhibit "B" ("**Donation Agreement**") wherein Seller shall donate certain personal property located at the Premises to the Foundation. The Purchaser shall be an intended third-party beneficiary to the Donation Agreement and the Donation Agreement shall be subject to Purchaser's approval prior to termination of the Due Diligence Period.

(f) Closing Deliverables. The Parties shall have satisfied and delivered to the appropriate Party or Parties the Closing Deliverables.

(g) Site Plan. Purchaser having received approval and acceptance of its site plan for its intended use by the City of Effingham, Illinois, and all other governing authorities Purchaser reasonably determines necessary to obtain approvals.

(h) Representations and Warranties. Seller will take no action which would cause any of the Seller's representations and warranties set forth in Article XII to be untrue as of the date of Closing.

(i) Suitability. Purchaser is satisfied, in Purchaser's sole discretion, that the Premises, are suitable and legally permissible for the uses, business operations, construction plans, and purposes intended by Purchaser, after the performance of the surveying, if any, engineering, investigations, inspections, testing, environmental or otherwise, and other acts and activities described herein this Agreement have been completed.

(j) Bond. Seller shall comply with all reasonable requests from Purchaser regarding the satisfaction of bond obligations and indentures entered into by Purchaser in connection with the agreement, at no cost to Seller. Further, Purchaser shall be satisfied with all aspects of compliance and proceed with the purchase in full compliance of such bonds and indentures.

(k) Notice. Seller shall promptly advise the Purchaser whenever it becomes aware that any of its representations or warranties has become untrue in any material respect.

(l) Licensing & Permits. Purchaser, its nominee, or any affiliate or subsidiary of Purchaser or its nominee, shall have received any approvals, permits, licenses from any governmental entity necessary for Purchaser's intended use, in accordance with all Applicable Laws.

(m) Charges. Except for customary charges for any utility services imposed by municipalities and utility companies, there shall be no obligations of Seller in connection with the Premises or any so-called "recapture agreement" involving refunds for sewer extension, oversizing utility, lighting or like expenses or charges for work or services done on or relating to the Premises.

(n) Purchaser's Remedies in Event of Failure of Contingencies. The obligation of Purchaser to close the transaction contemplated hereby is, at Purchaser's option, further subject to all representations and warranties of Seller contained in this Agreement being true and correct on and as of the date of Closing as set forth in Article XII(a) and all obligations of Seller to have been performed on or before the date of Closing having been timely and duly performed. Upon failure of any condition precedent as set forth in subsections (a) – (m) herein this Article IX, for any reason whatsoever, Purchaser may, at its sole election, terminate this Agreement by delivering notice of termination to Seller prior to termination of the Due Diligence Period, and upon notice to Seller this Agreement shall be null and void. In the event Purchaser does not elect to timely terminate this Agreement, Purchaser shall close on the Closing Date with no deduction in the Purchase Price.

(o) Seller's Remedies in Event of Failure of Contingencies. Seller's obligation to consummate the transactions contemplated in this Agreement and deliver title to the Premises shall be subject to the following

conditions precedent on and as of the Closing Date to the reasonable satisfaction of Seller or the written waiver thereof by Seller.

- (i) Purchaser shall deliver the Purchase Price due hereunder, subject to any prorations herein, in the manner of payment described above;
- (ii) All representations and warranties of Purchaser contained in this Agreement being true and correct on and as of the date of Closing; and
- (ii) Purchaser shall be in full compliance with the terms, conditions, covenants and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement.
- (p) Either the Purchaser or Seller may waive, in writing, any condition pertaining to the respective party's condition to close contained in this Article IX.

## ARTICLE X CLOSING

(a) Place and Closing Date. The closing of the purchase and sale of the Premises ("**Closing**") shall take place by Seller and Purchaser depositing all Closing Deliverables with the Title Company on April 27, 2023 (the "**Closing Date**"), or such other date and place as the parties may mutually agree in writing signed by each of them.

(b) Possession. On the Closing Date, Seller shall deliver possession of the Premises to Purchaser, free of all tenancy or other rights of occupancy, except as set forth in the Lease and the Permitted Exceptions.

(c) Seller's Obligations at Closing. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate (collectively, and together with the items and documents set forth in Section X(d) below, the "**Closing Deliverables**"):

(i) Deed. A Special Warranty Deed ("**Deed**") conveying to Purchaser, fee simple title to the Premises, subject to real estate taxes for the current year, not yet due or payable, and the Permitted Exceptions and a completed P-TAX Transfer Declaration form signed by Seller or Seller's agent.

(ii) Releases; Payoffs. Written release or payoff letters for any Seller Encumbrances then affecting the Premises as shown by the Commitment updated to the date of Closing sufficient to Title Company to issue Purchaser's title insurance policy without exception for the Seller Encumbrances.

(iii) Keys. All keys, copies of keys, combinations, and codes relating to the Premises still in the possession of Seller, provided, however, the Parties acknowledge that the Seller will need access to the Premises post-Closing as a tenant of the Premises in accordance with the Lease, so Seller may retain such items as necessary to access the Premises post-Closing.

(iv) Title Insurance. Provided that Purchaser obtained the Commitment, updated irrevocable commitment, or signed pro forma, for an Owner's Policy of Title Insurance, issued by the Title Company pursuant to the Commitment described herein for the full amount of the Purchase Price showing title to the Premises in Purchaser and subject only to Permitted Exceptions.

(v) Bill of Sale. If required to secure ownership or reasonably requested by Purchaser, Seller shall deliver a bill of sale, executed by Seller, conveying to Purchaser good and marketable title to any personal property to be transferred hereunder, in as-is condition but free and clear of all encumbrances and adverse claims.

(vi) Seller's Affidavit. A Seller's Affidavit customarily used by the Title Company in order for the Title Company to issue Purchaser's Owner's Policy of Title Insurance without the standard exceptions and

including mechanic's lien coverage, but excepting any matters that would be shown on a current and accurate ALTA/NSPS survey.

(vii) Lease. The Lease executed by Seller.

(viii) Miscellaneous. Any other documents reasonably required by this Agreement or the Title Company to be executed or delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a closing statement reasonably satisfactory to Title Company.

(d) Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement:

(i) Purchase Price. Purchaser shall pay the Purchase Price to the Title Company, by wire or in any form acceptable to the Title Company and Seller in immediately available funds, subject to the terms set forth herein this Agreement.

(ii) Lease. The Lease executed by Purchaser.

(iii) Miscellaneous. Any other documents reasonably required by this Agreement or the Title Company to be executed or delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including without limitation, a closing statement reasonably satisfactory to Title Company.

## ARTICLE XI

### LEASE

Purchaser acknowledges that the Purchaser and Seller intend a portion of the Premises (the "**Leasehold Premises**") to remain subject to a leasehold interest held by Seller pursuant to a certain written leasehold agreement between Seller and the Purchaser ("**Lease**"). Notwithstanding, in the event either Party refuses or is otherwise unable to execute the Lease at Closing, the other Party reserves the right to terminate this Agreement upon notice to the Party that does not execute the Lease and upon said termination, this Agreement shall be null and void, provided, however, the terms of this Agreement that expressly survive termination of this Agreement shall survive. Upon such termination by Purchaser, Purchaser shall be entitled to the immediate return on all monies paid to Seller pursuant to the terms of this Agreement, if any.

## ARTICLE XII

### REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Seller's Representations, Warranties and Covenants. In order to induce Purchaser to enter into this Agreement, Seller makes the following representations, warranties and covenants, each of which is effective as of the Effective Date and will be effective as of the Closing Date and survive the Closing Date, subject to the terms of this Article XII(a).

(i) Title to Premises. Seller is the sole owner of the Premises and has good and marketable fee simple title to the Premises at Closing, subject to the Permitted Exceptions. Other than as described hereinbelow and in the Permitted Exceptions, Seller has not entered into any purchase agreements, leases, options or other agreements of any kind, written or oral, choate or inchoate, formal or informal, whereby any person or entity other than Seller has acquired or has any basis to assert any right, title, estate or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Premises.

(ii) Seller Authority. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the

transaction contemplated hereby will not result in a breach of or constitute default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller of the Premises is subject or by which Seller or the Premises is bound.

(iii) Leases and Other Contracts. Other than the Lease contemplated by this Agreement and the Permitted Exceptions, Seller is not a party to, and to the best of Seller's knowledge, the Premises are not subject to, any lease or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Premises, other than this Agreement, that will not be expired or terminated at or before Closing hereunder. To the best of Seller's knowledge, there are no persons or entities having any rights of first refusal or options to purchase or lease the Premises or any portion thereof.

(iv) No Violation of Applicable Law or Code Violation Notice. To the best of Seller's knowledge, the Premises, the location, construction, occupancy, operation, and use of the Premises does not violate any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority (or other body exercising similar functions) that was in effect when the improvements on the Premises were constructed, including, without limitation, all applicable zoning ordinances, flood disaster laws, and health and Environmental Law and regulations (hereinafter sometimes collectively called "**Applicable Laws**"). Further, Seller has not received, prior to the date of Seller's execution of this Agreement, any notice from any governmental body describing or relating to any alleged violation at the Premises of any Applicable Laws which are uncured or uncorrected as of the date of Seller's execution of this Agreement.

(v) Environmental Violations. To the best of Seller's knowledge, except as set forth in the Due Diligence Materials, Seller has not received any summons, citation, directive, letter, notice or other communication, oral or written, from any local, state, or federal government agency concerning (i) any environmental claim relating to actual or alleged non-compliance of the Premises with any Environmental Law or (ii) any written request for information with respect to the Premises pursuant to an Environmental Law.

(vi) Zoning and Assessed Valuations. Seller has not received any notice from any municipal, county or other governmental body or authority of any proposed change in or refusal of an application relating to the zoning of the Premises, or has reason to have knowledge thereof.

(vii) Notice. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction or occurrence prior to the Closing which would make any of the representations, warranties or covenants herein contained in this paragraph untrue in any material respect at the time of Closing.

(viii) Liabilities, Obligations, and Assessments. As of Closing, there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities, contract liabilities, or tort liabilities for which or to which Purchaser or the Premises will be liable or subject, except for those obligations created by this Agreement and non-delinquent obligations including those set forth in the Permitted Exceptions (if any). Seller has no knowledge of any presently pending special assessments of any nature with respect to the Premises or any part thereof, nor has Seller received any notice of any special assessments being contemplated.

(ix) Accuracy of Representations and Warranties. All representations and warranties of Seller appearing in the other Articles and Sections of this Agreement are true and correct, subject to the terms of this Article XII(a).

(x) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental condition of the Premises or any part thereof (including disputes with mortgages, governmental authorities, utilities, contractors, adjoining landowners or suppliers of goods or services).

(xi) Land Use. Seller has not received any notice of any pending or threatened requests, applications, or proceedings to alter or restrict the zoning or other use restrictions applicable to the Premises. Seller has not received notice from any municipal, state, federal, or other governmental authority of zoning, building, fire,

water, use, health, environmental, or other statute, ordinance, code, or regulatory violations issued in respect of the Premises that have not been heretofore corrected.

(xii) Whenever any statement in this Article XII(a) qualified by the phrase “to Seller’s knowledge,” “to Seller’s actual knowledge,” or any similar phrase, the accuracy of such statement shall be based solely on the actual (and not imputed) knowledge of individuals who served in one or more of the following positions for the Premises during the period that Seller owned the Premises and is an employee of the Seller or Seller affiliate as of the Effective Date of this Agreement: facilities supervisor; facilities manager; director of PTC operations; VP indirect sourcing; real estate specialist; VP & GM software (collectively, the “**Knowledge Person**”), without independent investigation or inquiry. The Knowledge Person is named solely to define the scope of Seller’s knowledge. The Knowledge Person shall not have any liability under or relating to this Agreement (including any personal liability), and shall not have any duties or responsibilities to Purchaser.

If, after the Effective Date but prior to Closing, a material and adverse change occurs or is discovered to any of the Seller’s representations or warranties, which is not intentionally caused by Seller, so that the representation or warranty is no longer accurate or true and constitutes a breach by Seller, the party obtaining knowledge of such change shall promptly notify the other party in writing of the change. Then Seller shall have five (5) business days after the notice to cure the change (“**Seller’s Cure Period**”). If Seller does not cure the change, then Purchaser, as its sole remedy, may terminate this Agreement by giving written notice to Seller within five (5) business days after expiration of Seller’s Cure Period. Upon such termination, Purchaser shall be entitled to the immediate return of all monies paid to Seller herein, if any. Seller shall have no liability to Purchaser for any change to any of the above representations or warranties discovered prior to Closing unless caused by the intentional acts of Seller. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability for any change caused by Purchaser to any of the representations or warranties, and Purchaser shall have no right to terminate this Agreement because of such change.

Notwithstanding anything to the contrary in this Agreement, Purchaser shall be deemed to have actual knowledge of any fact or circumstance that is disclosed (or to the extent same is disclosed) by this Agreement, the Due Diligence Materials, any other document or information that Seller provides or makes available to Purchaser, (individually and collectively, the “**Information**”) and as of the Closing, (1) Purchaser shall be deemed to know that a representation or warranty of Seller is untrue, incorrect, or incomplete to the extent the Information is inconsistent with such representation or warranty, (2) the applicable representation(s) or warranty(ies) by Seller shall be deemed modified to reflect such Information, and (3) Purchaser shall not have any rights or remedies in connection therewith.

Subject to the limitations herein, the representations and warranties contained in this Section shall be true and correct on the Effective Date and the date of Closing, and Seller shall indemnify and hold Purchaser harmless from, any expenses or damages, including reasonable attorneys’ fees, that Purchaser incurs from any misrepresentation or breach of any of the above representations and warranties discovered after Closing. Notwithstanding anything herein to the contrary, the remedies set forth in this Section are Purchaser’s sole remedies for a misrepresentation or breach of any of the above representations and warranties. The representations and warranties contained in this Agreement and the indemnification obligation of Seller shall survive and be enforceable for a period of twelve (12) months after the date of Closing and delivery of the deed (“**Survival Period**”).

(b) Purchaser’s Representations, Warranties and Covenants. In order to induce Seller to enter into this Agreement, Purchaser makes the following representations, warranties and covenants, each of which is effective as of the Effective Date and will be effective as of the Closing Date and survive the Closing Date.

(i) Purchaser Authority. On or before April 10, 2023, Board of Trustees of Community College District 517 (“**Purchaser’s Board**”) will meet to consider final approval to close on this transaction, upon receipt of such approval, Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto, and all required action and approvals therefore will have been duly taken and obtained. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser’s behalf and to bind Purchaser thereto. This Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of or constitute default or permit acceleration

of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Purchaser is subject or by which Purchaser is bound.

**ARTICLE XIII**  
DEFAULTS AND REMEDIES

(a) Default by Seller. If Seller shall have failed to timely perform any of its obligations, covenants or agreements contained herein prior to Closing, and such failure continues for a period of ten (10) days after written notice of the failure from Purchaser, then Purchaser, at Purchaser's option may either:

(i) continue this Agreement in full force and effect and initiate an action for specific performance thereof by Seller within six (6) months of Purchaser's knowledge of Seller's default and, in the event Purchaser prevails in such action through the recovery of any damages owed, hold Seller liable for all direct damages arising from such breach and Purchaser's attorneys' fees and costs in bringing such action; or

(ii) terminate this Agreement, by giving written notice thereof to Seller, such termination to become effective upon the giving of such notice. Upon such termination, Purchaser shall be entitled to the immediate return of all monies paid to Seller herein, if any, together with payment of reasonable and actual third-party expenses and costs that Purchaser incurred related to this Agreement and the Lease, including attorneys' fees, title search and title opinions, inspection and consulting costs, and any other expenses and costs related to this Agreement, up to a maximum of \$25,000.

(b) Default by Purchaser. If Purchaser should fail to perform its obligations under this Agreement, which creates a default herein, Seller shall have the option to elect to terminate this Agreement, and upon such termination Seller shall be entitled to the immediate return of all monies paid to Purchaser herein, if any, together with payment of reasonable and actual third-party expenses and costs that Seller incurred related to this Agreement and the Lease, including attorneys' fees, title search and title opinions, inspection and consulting costs, and any other expenses and costs related to this Agreement, up to a maximum of \$25,000.

(c) Exclusive Remedies; Survival. The remedies for each Party set forth in this Article shall be the exclusive remedies available to such Party in the case of default or breach of this Purchase Agreement by the other Party.

**ARTICLE XIV**  
ATTORNEYS' FEES AND INDEMNIFICATION

(a) If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement), arising out of or relating to this Agreement, the prevailing party in a final, non-appealable judgment regarding the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses, court costs, and other expenses, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

(b) To the extent permitted by law, each Party hereto, from and after Closing until expiration of the Survival Period, shall indemnify and hold the other harmless from and against any and all damages and liabilities suffered by the other as a result of: (i) any breach of any representation or warranty of the Parties set forth in this Agreement; and (ii) the breach of, or failure to perform or satisfy, any of the covenants of each Party as set forth in this Agreement.



**ARTICLE XV**  
**BROKERS**

(a) Purchaser represents and warrants to Seller that it has not dealt or negotiated with, or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (“**Broker**”) in connection with this Agreement or the transactions contemplated hereby. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees) arising from any claim for commission, fees, or other compensation or reimbursement for expenses made by any claiming to be engaged by or claiming to have dealt with Purchaser in connection with this Agreement or the transactions contemplated hereby.

(b) Seller represents and warrants to Purchaser that it has not dealt or negotiated with, or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any and all claims, demands, causes of action, losses, costs, and expenses (including reasonable attorneys’ fees) arising from any claim for commission, fees, or other compensation or reimbursement for expenses made by any individual engaged by or claiming to have dealt with Seller in connection with this Agreement or the transactions contemplated hereby.

**ARTICLE XVI**  
**RISK OF LOSS**

The parties to this Agreement agree that the provision of the Uniform Vendor and Purchaser Risk Act, paragraphs 8.1, et. seq., of Chapter 29, Illinois Revised Statutes, will not govern the risk of loss in the event the Premises are destroyed or taken for public use, and instead the following shall apply:

(a) Until the date of Closing under this Agreement, the risk of loss of or damage to the Premises by fire or other casualty, and the risk of its being taken in whole or in part by eminent domain shall be on the Seller.

(b) If the Premises or any part of it is damaged by fire or other casualty, one of the following shall apply:

(i) If the damage can be repaired, Seller shall have the option of restoring the damaged property to its condition immediately prior to the occurrence causing the damage, in which event Purchaser shall complete the transaction as originally planned.

(ii) If the damage cannot be reasonably repaired, or if the Seller elects not to repair damages provided above, or if the Premises are entirely or substantially destroyed, the Purchaser shall have the option, in its sole discretion, of taking the Premises as is, together with all of the proceeds of the insurance payable with respect to the damage or destruction and paying the agreed Purchase Price for it. Alternatively, Purchaser may elect to rescind this Agreement, in which event all amounts previously paid by Purchaser of or for the account of Seller, if any, shall be immediately returned to Purchaser.

**ARTICLE XVII**  
**RESERVED.**

**ARTICLE XVIII**  
**NOTICES**

Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) sent electronically or transmitted by fax to the applicable fax number indicated below followed with mailing by regular United States mail; or (b) deposited for prepaid overnight delivery with an overnight courier such as Federal Express or other national overnight courier service; and such notices are addressed to the following addresses:

If To Purchaser: Lake Land College  
c/o President Josh Bullock  
5001 Mattoon, IL 61938  
Email: jbullock@lakelandcollege.edu

With copy to: Matthew J. Gardner  
Christopher R. Gorman  
Robbins Schwartz  
55 West Monroe, Suite 800  
Chicago, IL 60603



If To Seller: Lina Salah  
Vice President, Indirect Sourcing  
Patterson Companies, Inc.  
1031 Mendota Heights Road  
St. Paul, MN 55120  
Email: [Redacted]

With copy to: Office of General Counsel  
Patterson Companies, Inc.  
1031 Mendota Heights Road  
St. Paul, MN 55120  
Email: [Redacted]

The Parties may change their respective addresses, email addresses and/or fax numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

**ARTICLE XIX**  
**MISCELLANEOUS**

(a) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

(b) Agreement Separable. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of, which are identical. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. “**Electronic signature**” means any electronic symbol, or security procedure attached to or logically associated with an electronic record and executed, employed or adopted by or on behalf of a party with the intent to authenticate a record, including facsimile or email electronic signatures. Facsimile and electronic signatures sent via e-mail shall have the same force and effect as executed originals.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) Waiver of Jury Trial. EACH OF SELLER AND PURCHASER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY

TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OF SELLER AND PURCHASER MAY HAVE TO A TRIAL BY JURY.

(f) Survival of Representations. The representations, warranties, covenants and indemnifications contained herein shall not merge in any document delivered at Closing and shall survive Closing and be binding upon and enforceable between the Parties.

(g) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them concerning the Premises other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(h) Time of the Essence. Time is of the essence in the performance of the obligations of the Parties under this Agreement.

(i) Assignment. This Agreement shall not be assigned by either party.

(j) Confidential Information. The parties agree and shall from the date of this Agreement to the date of Closing not to disclose directly or indirectly to any person or entity any confidential or proprietary information relating to the transaction contemplated by this Agreement whether written or otherwise, regarding the proposed transaction set forth herein, except the Seller's and Purchaser's legal counsel, the Title Company, and accountants or as otherwise may be required by the Illinois Freedom of Information Act (5 ILCS 140/1 et seq) or other applicable law.

(k) Waiver. No waiver by either party of any of its rights under this Agreement shall be effective against such party unless such waiver is in writing and signed by such party.

(l) Recitals. The representations, terms and undertakings set forth in the WHEREAS clauses of this Agreement are incorporated herein by reference as though recited verbatim and at length.

(m) Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, war, other potential disasters or catastrophes, such as epidemics, pandemics, or quarantines, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, government order, law, or actions, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance for such act shall be extended by a period equivalent to the period of such delay. However, nothing herein this subparagraph shall be interpreted to relieve any obligation of Seller to close and deliver the Deed described herein at the Closing in the event Purchaser has performed all its obligations hereunder and, only upon satisfaction of Seller's obligations, nothing herein shall relieve the Purchaser of delivering the Purchase Price at Closing.

(n) Authorship. All provisions of this Agreement have been negotiated by both parties at arm's length, Seller and Purchaser have had sufficient time and opportunity to seek legal counsel, and neither party shall be deemed the scrivener of this Agreement. This Agreement shall not be construed for or against either party by reason of the authorship of any provision hereof.

(o) Compliance. Seller and Purchaser agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (i) Real Estate Settlement Procedures Act of 1974; (ii) Internal Revenue Service Form 1099-S; (iii) I.R.C. § 1445 of the Internal Revenue Code as amended (which relates to tax reporting based on the citizenship status of seller); (iv) a mutually agreeable summary or closing statement of the closing transaction; and (v) all laws, statutes, ordinances, rules and regulations applicable to the transaction.

(p) Provisions Not Merged With Deed. No provision of this Agreement which by its terms is to survive the termination or closing of the transaction contemplated hereto, including, but not limited to, Seller's representations, warranties and covenants contained in Article XII during the Survival Period, is intended to or shall be merged by reason on any deed transferring title to the Premises from Seller to Purchaser or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions described herein.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PURCHASER:

Lake Land College, an Illinois public community college

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

Attested:

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

SELLER:

Patterson Technology Center, Inc.

\_\_\_\_\_  
BY: Donald J. Zurbay  
ITS: President

**EXHIBIT "A" TO COMMERCIAL REAL ESTATE PURCHASE**

Legal Description of Premises

LOT 1 IN PATTERSON SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2010 AS DOCUMENT 20100100934 IN EFFINGHAM COUNTY ILLINOIS RESERVING TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OF THE RIGHT, TITLE AND INTEREST IN ANY AND ALL OIL, GAS AND MINERALS AND MINERAL RIGHTS UNDERLYING SAID LOT ONE (1), SUBJECT, HOWEVER, TO THE RESTRICTIONS NOTED BELOW.

Property Index Number 12-12-015-012

[Legal shall be updated prior to Closing by Seller upon obtaining the title commitment]

EXHIBIT "B" TO COMMERCIAL REAL ESTATE PURCHASE

Donation Agreement



Gift-in-Kind Certification

(Approval by all parties must be obtained before gift is accepted)

Donor's Name, Organization, Address, City, State/Zip, Telephone, Fax, Donor's Estimated Value \$

Gift-in-Kind Description: (Please describe in detail) Description, Location of Item, Transportation Cost, Vehicle Year, Make, Model, VIN, Unit Receiving Gift, Donor intent/restrictions, Gift Usage Plan: Use/holding/Maintenance, Sale/disposition of gift

By signing this form the donor attests that they are relinquishing rights to said property

Donor Signature: Date:

Note: Gift receipts do not reflect the dollar value of the contribution. Under mandated Internal Revenue Service guidelines, this valuation responsibility is left to the donor.

CERTIFICATION BY RECEIVING OFFICIAL

I certify that the above is an accurate description of a gift-in-kind made to the Lake Land College Foundation, Inc. on the date listed above. Title must be attached if gift is a vehicle. If the College deems this gift to be unsatisfactory or unacceptable and declines to accept this item, then attach a description of the Foundation's final disposition of the gift.

Gift Receiver Date

ACADEMIC/FOUNDATION REVIEW

Division Chair Date

Vice President Date

Foundation CEO Date

Foundation Treasurer Date

FOUNDATION REVIEW/APPROVAL

The signatures below indicates by the Foundation of the gift as described and the transfer to and accepted by the College for said gift, including maintenance costs, if applicable. The date of transfer will be the date of the Lake Land College Board of Trustees' approval.

Foundation President Date

BOARD OF TRUSTEE APPROVAL

Lake Land College President Date

Board of Trustees of Community College Dist. 517 Date

## SECRETARY'S CERTIFICATE

I, Thomas Wright, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution No. 0423-010 – Approval of Commercial Real Estate Purchase and Sale Agreement with Patterson Companies, Inc. is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 10th day of April, 2023.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

**IN WITNESS WHEREOF**, I hereunto affix my official signature, this 10th day of April, 2023.

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Secretary, Board of Trustees





# MEMO

TO: Dr. Josh Bullock, President

FROM: Mr. Greg Nuxoll, Vice President for Business Services

DATE: March 27, 2023

RE: February 2023 Financial Statement Summary

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Outlined below are the budgetary variances of note for the month of February for Fiscal Year 2023.

*Areas of Concern:*

- We do not feel we have any significant budgetary areas of concern through February 2023, the eighth month of FY 2023.

*Overall Variances:*

- *Revenue* – Total February 2023 revenue was \$1,580,893 resulting in a favorable variance of \$326,793 month to date and \$2,252,454 year to date.
- *Expenditures* – Total February 2023 expenditures were \$2,870,814 resulting in a monthly favorable variance of \$184,707 month to date and year to date the actual remains favorable to budget \$2,851,564.

*Revenue Variances:*

- *Local Sources* – An unfavorable variance exists of \$115,576 month to date and \$6,192 year to date. Overall, the variances on the local counties property tax cycle are timing related as to when funds are received by the College. As the year transpires, we expect the variance to normalize.
- *ICCB Credit Hour Grant* – We received \$316,935 in February 2023 resulting in a favorable monthly variance of \$55,010 and a yearly favorable variance of \$325,781. The variances are timing related as we typically receive a larger payment in the 1<sup>st</sup> month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.
- *ICCB Equalization Grant* – We received \$544,608 of equalization payments in February 2023 resulting in a \$0 month and year to date variance.

- *Tuition & Fees* –February 2023 had a favorable monthly variance of \$9,354 for tuition and \$21,923 for fees. Year to date, tuition is favorable to budget year to date \$1,429,894 and fees are also favorable \$129,445 year to date. In the fiscal year 2023 budget, the College budgeted enrollment to be at the same level as fiscal year 2022. Through February 2023, the enrollment headcount and credit hours are slightly above anticipated levels resulting in a favorable tuition variance.
- *Other State Sources* – The month to date variance in this area is favorable by \$298,935 but remains unfavorable year to date \$48,519. We expect the variance to normalize over the course of the year.
- *Other Revenue* – Other revenue is favorable by \$57,147 month to date and \$407,296 year to date.

*Expenditure Variances:*

- *Salary & Wages (overall)* – Month to date, salary and wages were \$53,511 favorable compared to budget in February 2023 and continues to maintain a year to date favorable variance of \$985,802. As the year transpires, we expect the variance to normalize.
- *Employee Benefits (overall)* – An unfavorable monthly variance in employee benefits exists in February 2023 of \$4,531 while maintaining a positive year to date variance of \$98,415.
- *Instructional* – The Instructional expenditures had a favorable variance in February 2023 of \$101,330 and a year to date favorable variance of \$964,817. The year to date variance is mainly attributable to favorable variances in salary and wages and general material and supplies.
- *Academic Support* – Month to date, the Academic Support expenditures were \$13,412 unfavorable to budget and continue to maintain an unfavorable year to date variance of \$6,809.
- *Student Services* – The Student Services expenditures had a favorable variance in February 2023 of \$16,945 and a year to date variance of \$313,319.
- *Public Service/Continuing Education* – The Public Service/Continuing Education had a favorable variance of \$18,559 month to date and favorable year to date variance of \$66,749 YTD.
- *Operations & Maintenance* – Monthly to date, the Operations and Maintenance expenditures were \$24,643 unfavorable to budget but maintain favorable year to date variance to budget of \$326,524.

- *Institutional Support* – The Institutional Support expenditures had a favorable variance in February 2023 of \$88,307 and maintain a favorable year to date variance of \$1,582,226. There are positive variances in nearly all line items with the largest variance in Contractual Services, Contingency Funds, Other and General Materials and Supplies. Over the course of the year, we expect the variance to normalize.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had an unfavorable variance for February 2023 of \$2,379 and maintains an unfavorable year variance year to date in the amount of \$395,262. The YTD variance is more a timing issue as to when scholarships are provided and we expect the variance to normalize throughout the year.

Please do not hesitate to contact me if you have any questions, need any further clarification on any of these items, or have others you would like to discuss.

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY22 Audited Numbers	FY23 Annual Budget
<b>Revenues:</b>										
108,678	224,253	(115,576)	Local Sources	10,949,990	10,956,182	(6,192)	-0.06%	10,063,462	10,863,543	11,372,321
316,935	261,925	55,010	ICCB Credit Hour Grant	3,992,737	3,666,956	325,781	8.88%	3,053,752	4,695,485	5,238,509
544,608	544,608	(0)	ICCB Equalization Grant	4,356,867	4,356,867	(0)	0.00%	4,042,007	6,255,650	6,535,300
338,727	39,792	298,935	Other State Sources	875,698	924,217	(48,519)	-5.25%	551,207	1,001,827	1,201,880
15,846	6,493	9,354	Tuition	7,434,400	6,004,505	1,429,894	23.81%	7,709,364	7,634,263	6,000,121
114,739	92,816	21,923	Fees	3,469,928	3,340,484	129,445	3.88%	3,221,684	3,459,045	5,551,040
141,359	84,212	57,147	Other Revenue	1,182,520	775,224	407,296	52.54%	943,800	3,439,821	1,034,153
-	-	-	Gift in Kind	14,750	-	14,750	0.00%	5,000	140,237	-
<b>1,580,893</b>	<b>1,254,100</b>	<b>326,793</b>	<b>Total Revenues</b>	<b>32,276,890</b>	<b>30,024,436</b>	<b>2,252,454</b>	<b>1</b>	<b>29,590,275</b>	<b>37,489,871</b>	<b>36,933,124</b>
<b>Expenditures:</b>										
<b>Instructional</b>										
927,907	980,579	52,672	Salary and Wages	7,652,552	8,202,005	549,453	6.70%	7,002,085	9,997,327	13,028,296
185,823	176,719	(9,104)	Employee Benefits	1,320,968	1,379,148	58,179	4.22%	1,293,188	2,051,378	2,188,558
56,750	89,000	32,250	Contractual Services	144,909	310,990	166,081	53.40%	140,746	407,858	426,050
22,115	38,534	16,419	General Materials and Supplies	407,680	517,949	110,269	21.29%	319,865	507,828	578,994
7,111	5,430	(1,681)	Travel and Meeting Expenses	36,703	86,667	49,964	57.65%	6,530	28,893	142,462
2,526	13,200	10,674	Fixed Charges	18,098	50,350	32,252	64.06%	21,213	55,290	56,375
-	100	100	Capital Outlay	5,060	18,428	13,368	72.54%	53,268	107,718	28,828
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	14,750	-	(14,750)	0.00%	5,000	-	-
<b>1,202,233</b>	<b>1,303,563</b>	<b>101,330</b>	<b>Total Instructional</b>	<b>9,600,721</b>	<b>10,565,537</b>	<b>964,817</b>	<b>9.13%</b>	<b>8,841,894</b>	<b>13,156,291</b>	<b>16,449,563</b>
<b>Academic Support</b>										
51,160	32,411	(18,749)	Salary and Wages	413,555	333,053	(80,502)	-24.17%	259,379	372,622	216,254
11,078	13,880	2,802	Employee Benefits	81,787	109,710	27,923	25.45%	49,937	74,099	63,897
-	-	-	Contractual Services	-	-	-	0.00%	-	-	-
6,172	7,008	836	General Materials and Supplies	181,470	201,767	20,297	10.06%	184,100	203,048	209,650
351	2,050	1,699	Travel and Meeting Expenses	5,172	30,646	25,473	83.12%	3,260	10,746	11,100
-	-	-	Fixed Charges	-	-	-	0.00%	-	-	-
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
<b>68,761</b>	<b>55,349</b>	<b>(13,412)</b>	<b>Total Academic Support</b>	<b>681,984</b>	<b>675,176</b>	<b>(6,809)</b>	<b>-1.01%</b>	<b>496,675</b>	<b>660,514</b>	<b>500,901</b>
<b>Student Services</b>										
141,286	153,929	12,643	Salary and Wages	1,182,489	1,328,568	146,079	11.00%	1,071,531	1,617,025	1,892,481
40,880	49,074	8,194	Employee Benefits	309,259	378,615	69,356	18.32%	269,218	438,935	574,909
668	-	(668)	Contractual Services	11,743	9,540	(2,203)	-23.10%	10,372	20,492	12,040
3,896	3,004	(892)	General Materials and Supplies	42,450	111,489	69,039	61.92%	34,311	96,942	129,821
3,633	1,300	(2,333)	Travel and Meeting Expenses	33,202	64,250	31,048	48.32%	7,676	50,833	83,565
-	-	-	Fixed Charges	-	-	-	0.00%	80,409	80,409	-
-	-	-	Other Expenditures	7,500	7,500	-	0.00%	7,500	14,100	15,000
<b>190,363</b>	<b>207,308</b>	<b>16,945</b>	<b>Total Student Services</b>	<b>1,586,644</b>	<b>1,899,962</b>	<b>313,319</b>	<b>16.49%</b>	<b>1,481,017</b>	<b>2,318,735</b>	<b>2,707,816</b>
<b>Public Service/Cont Ed</b>										
32,307	42,738	10,432	Salary and Wages	279,367	362,589	83,221	22.95%	195,235	323,117	493,346
5,710	5,688	(43)	Employee Benefits	46,039	40,199	(5,840)	-14.53%	36,459	61,706	62,870
168	8,125	7,957	Contractual Services	85,167	40,775	(44,392)	-108.87%	47,550	56,796	59,400
7,423	7,424	1	General Materials and Supplies	49,942	80,090	30,148	37.64%	42,534	57,486	125,645
561	848	288	Travel and Meeting Expenses	8,497	9,810	1,313	13.38%	1,497	4,135	15,953
8,623	8,548	(76)	Fixed Charges	69,421	71,721	2,300	3.21%	68,532	105,125	106,271
-	-	-	Capital Outlay	-	-	-	0.00%	115,000	115,000	-
-	-	-	Other	-	-	-	0.00%	-	-	-
-	-	-	GIK	-	-	-	0.00%	-	-	-
<b>54,791</b>	<b>73,350</b>	<b>18,559</b>	<b>Total Public Service/ Cont Ed</b>	<b>538,435</b>	<b>605,184</b>	<b>66,749</b>	<b>11.03%</b>	<b>506,807</b>	<b>723,363</b>	<b>863,485</b>
<b>Operations &amp; Maintenance</b>										
82,386	83,801	1,414	Salary and Wages	681,639	691,184	9,545	1.38%	590,263	931,217	1,041,986
30,510	33,120	2,610	Employee Benefits	223,888	255,519	31,631	12.38%	204,119	334,730	376,366
18,596	60	(18,536)	Contractual Services	200,960	202,068	1,108	0.55%	163,218	237,194	269,170
43,429	(43,429)	(87,858)	General Materials and Supplies	209,280	194,250	(15,030)	-7.74%	122,865	198,989	250,500
-	-	-	Travel and Meeting Expenses	321	1,150	829	72.13%	51	199	1,150
1,100	-	(1,100)	Fixed Charges	16,574	11,000	(5,574)	-50.67%	6,750	103,277	104,000
91,635	750	(90,885)	Utilities	718,856	1,002,267	283,410	28.28%	699,430	1,058,060	1,503,400
-	125,283	125,283	Capital Outlay	4,396	25,000	20,604	82.42%	-	10,800	25,000
-	-	-	Contingency Funds	-	-	-	0.00%	-	-	-
-	-	-	Gift In Kind	-	-	-	0.00%	-	-	-
<b>267,657</b>	<b>243,014</b>	<b>(24,643)</b>	<b>Total Operation and Maint</b>	<b>2,055,913</b>	<b>2,382,438</b>	<b>326,524</b>	<b>1</b>	<b>1,786,695</b>	<b>2,874,466</b>	<b>3,571,572</b>
<b>Institutional Support</b>										
277,536	272,636	(4,900)	Salary and Wages	1,984,169	2,262,173	278,004	12.29%	1,875,755	3,519,884	3,533,791
88,657	79,668	(8,990)	Employee Benefits	710,185	627,350	(82,835)	-13.20%	956,837	1,313,188	824,367
141,152	195,704	54,552	Contractual Services	954,021	1,941,530	987,508	50.86%	373,669	649,571	2,094,460
102,037	29,985	(72,052)	General Materials and Supplies	1,327,339	1,339,335	11,996	0.90%	1,332,460	1,548,250	1,863,491
19,696	11,370	(8,326)	Travel and Meeting Expenses	84,658	91,228	6,570	7.20%	15,004	67,321	382,917
6,100	750	(5,350)	Fixed Charges	193,443	214,500	21,057	9.82%	201,519	205,246	220,000
-	-	-	Capital Outlay	45,178	18,900	(26,278)	-139.03%	74,772	111,338	18,900
36,364	82,825	46,461	Contingency Funds	474,958	754,836	279,878	37.08%	324,089	563,005	1,126,330
272,039	500,000	227,961	Other	272,039	726,627	454,588	62.56%	563,382	563,382	119,075
595	-	(595)	Strategic Initiatives	14,946	400,000	385,054	96.26%	297,501	307,891	-
140,455	-	(140,455)	One Time Budget Requests	733,317	-	(733,317)	0.00%	-	1,297,959	-
<b>1,084,631</b>	<b>1,172,937</b>	<b>88,307</b>	<b>Total Institutional Support</b>	<b>6,794,252</b>	<b>8,376,478</b>	<b>1,582,226</b>	<b>1</b>	<b>6,014,987</b>	<b>10,147,034</b>	<b>10,183,331</b>
2,379	-	(2,379)	Scholarships, grants, waivers	555,828	160,566	(395,262)	-246.17%	641,168	682,256	1,228,566
<b>2,870,814</b>	<b>3,055,521</b>	<b>184,707</b>	<b>Total Expenditures</b>	<b>21,813,777</b>	<b>24,665,341</b>	<b>2,851,564</b>	<b>11.56%</b>	<b>19,769,243</b>	<b>30,562,660</b>	<b>35,505,234</b>
<b>(1,289,921)</b>	<b>(1,801,421)</b>	<b>142,086</b>	<b>Revenue Less Expenditures</b>	<b>10,463,113</b>	<b>5,359,095</b>	<b>(599,110)</b>	<b>1</b>	<b>9,821,032</b>	<b>6,927,211</b>	<b>1,427,890</b>
-	-	-	<b>Transfers Out:</b>	-	-	-	0.00%	-	1,521,178	1,427,890
<b>(1,289,921)</b>	<b>(1,801,421)</b>	<b>142,086</b>	<b>Excess of Revenues over Expenditures &amp; Transfers</b>	<b>10,463,113</b>	<b>5,359,095</b>	<b>(599,110)</b>	<b>1</b>	<b>9,821,032</b>	<b>5,406,033</b>	<b>-</b>

<b>Current Month</b>	<b>Current Month</b>	<b>Variance</b>		<b>Current YTD</b>	<b>Current YTD</b>	<b>Current YTD</b>
	<b>Budget</b>			<b>Actual</b>	<b>Budget</b>	<b>Budget Variance</b>
1,512,581.66	1,566,093.64	53,511.98	Salary and Wages	12,193,770.54	13,179,572.08	985,801.54
362,659.23	358,128.06	(4,531.17)	Employee Benefits	2,692,126.23	2,790,540.87	98,414.64
217,333.71	292,888.74	75,555.03	Contractual Services	1,396,800.96	2,504,902.17	1,108,101.21
185,072.18	85,956.63	(99,115.55)	General Materials and Supplies	2,218,160.85	2,444,880.08	226,719.23
31,351.38	20,998.22	(10,353.16)	Travel and Meeting Expenses	168,554.36	283,750.89	115,196.53
18,349.40	22,497.50	4,148.10	Fixed Charges	297,536.60	347,571.00	50,034.40
91,635.14	750.00	(90,885.14)	Utilities	718,856.21	1,002,266.67	283,410.46
-	125,383.33	125,383.33	Capital Outlay	54,633.49	62,327.99	7,694.50
36,363.58	82,825.00	46,461.42	Contingency Funds	474,957.60	754,836.00	279,878.40
413,088.91	500,000.00	86,911.09	Other Expenditures	1,042,552.06	734,126.86	(308,425.20)
2,379.06	-	(2,379.06)	Scholarships Grants and Waivers	555,827.96	160,566.00	(395,261.96)
2,870,814.25	3,055,521.12	184,706.87	Total	21,813,776.86	24,265,340.61	2,451,563.75

## Lake Land College

### FY2023 Salary, Wage & Benefits Detail

<b>Salary &amp; Wages</b>	<b>Year to Date</b>			<b>FY2023 Budgeted</b>	<b>FY23 Projections</b>		
	<b>Actual</b>	<b>Budgeted</b>	<b>Variance</b>		<b>Projected Actual</b>	<b>Budgeted</b>	<b>Variance</b>
Salary and Wages - Instructional	\$7,652,552	\$8,202,005	\$549,453	\$13,028,296	\$7,652,552	\$13,028,296	\$5,375,744
Salary and Wages - Acad. Support	\$413,555	\$333,053	(\$80,502)	\$216,254	\$413,555	\$216,254	(\$197,301)
Salary and Wages - Stud. Svcs	\$1,182,489	\$1,328,568	\$146,079	\$1,892,481	\$1,182,489	\$1,892,481	\$709,992
Salary and Wages - Public Svc.	\$279,367	\$362,589	\$83,221	\$493,346	\$279,367	\$493,346	\$213,979
Salary and Wages - Maintenance	\$681,639	\$691,184	\$9,545	\$1,041,986	\$681,639	\$1,041,986	\$360,347
Salary and Wages - Inst. Support	\$1,984,169	\$2,262,173	\$278,004	\$3,533,791	\$1,984,169	\$3,533,791	\$1,549,622
<b>Total Salary and Wages</b>	<b>\$12,193,771</b>	<b>\$13,179,572</b>	<b>\$985,802</b>	<b>\$20,206,154</b>	<b>\$12,193,771</b>	<b>\$20,206,154</b>	<b>\$8,012,383</b>

<b>Employee Benefits</b>	<b>Year to Date</b>			<b>FY2023 Budgeted</b>	<b>FY23 Projections</b>		
	<b>Actual</b>	<b>Budgeted</b>	<b>Variance</b>		<b>Projected Actual</b>	<b>Budgeted</b>	<b>Variance</b>
Employee Benefits - Instructional	\$1,320,968	\$1,379,148	\$58,179	\$2,188,558	\$2,051,378	\$2,188,558	\$137,180
Employee Benefits - Acad. Support	\$81,787	\$109,710	\$27,923	\$63,897	\$74,099	\$63,897	(\$10,202)
Employee Benefits - Stud. Svcs	\$309,259	\$378,615	\$69,356	\$574,909	\$438,935	\$574,909	\$135,974
Employee Benefits - Public Svc.	\$46,039	\$40,199	(\$5,840)	\$62,870	\$61,706	\$62,870	\$1,164
Employee Benefits - Maintenance	\$223,888	\$255,519	\$31,631	\$376,366	\$334,730	\$376,366	\$41,636
Employee Benefits - Inst. Support	\$710,185	\$627,350	(\$82,835)	\$824,367	\$1,317,320	\$824,367	(\$492,953)
<b>Total Employee Benefits</b>	<b>\$2,692,126</b>	<b>\$2,790,541</b>	<b>\$98,415</b>	<b>\$4,090,967</b>	<b>\$4,278,168</b>	<b>\$4,090,967</b>	<b>(\$187,201)</b>

# LAKE LAND COLLEGE

## MEMO

TO: Valerie Lynch, Vice President of Student Services  
 FROM: Lisa Shumard-Shelton, Director of Student Life  
 DATE: March 30, 2023  
 RE: Student Trustee and Student Government Sophomore Elections 2023

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The Elections for Student Trustee and Sophomore Student Government Association were held on Wednesday, March 22 and Thursday, March 23 online through the HUB. The students were informed about the elections through fliers, posters, Laker HUB, social media, and announcements in Canvas and in classrooms. Student Activity Board collaborated with SGA to hold an election promotional event on campus and at Kluthe. This year, the application and petition process was also advertised and processed through the Laker HUB. Students were allowed to vote for up to five candidates for sophomore SGA and one student for Student Trustee. Nine students ran for the nine positions available on the board and three ran for Student Trustee. An estimated 175 students cast votes in the election. The following are the results of the elections.

### Student Trustee

Jacqueline Schertz	90
Nicole Gotter	46
Robert Morse	32

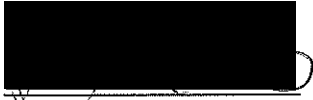
### Government Association results:

Madilyn Brummer	105
Noah Jones	86
Sophia Wagner	81
Nicole Gotter	79

Lauryn Samuelson	64
Jacqueline Schertz	68 (Elected as Trustee)
Christina Douglas	59
Robert Morse	54
Elizabeth Cable	42

Write Ins

Victorianna Sisk  
Cara Hakman  
Kendall winnett  
Jami McConnaha  
Miles Hannan  
Brian Clapp



Lisa Shumard-Shelton  
Director of Student Life



Jordan Oliver  
SGA President



Maggie Kelly  
Student Trustee



# LAKE LAND COLLEGE

# MEMO

**TO:** Dr. Josh Bullock

**FROM:** Dr. Valerie Lynch, VP for Student Services and Chair, Academic Standards Committee

**DATE:** April 10, 2023

**RE:** Proposed Revisions to Board Policy 07.22 – *Change of Curriculum*

---

On behalf of the Academic Standards Committee, I respectfully request to change Board Policy 07.22 *Change of Curriculum* to *Change of Program of Study*. You will also notice that the same word substitutions are proposed in the body of the policy (see attached tracked changes). This change will coincide with the Academic Standards language in the College Catalog.

I submit this recommendation for final reading and approval at the April 2023 regular meeting.

Attachment

07.22

**Change of  
Curriculum Change of  
Program of Study**

Unless informed otherwise, students are assigned the curriculum they indicate on their Intent to Enroll. If a student desires a ~~curriculum~~ change of program of study and they have not enrolled yet, they should contact the Admissions and Records Office. If the student is already enrolled, they should contact Counseling Services or complete the Change of Major form online.

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Adopted November 9, 1998

Revised December 8, 2003

Revised June 11, 2012

Revised

# MEMO

TO: Board of Trustees  
Dr. Jonathan Bullock, President

FROM: Dr. Ike Nwosu, Vice President of Academic Services

CC:

DATE: April 3, 2023

RE: Update to Board Policy 07.36 – Accessibility of College Programs and Facilities and Services for Individuals with Disabilities

---

I respectfully request that the Lake Land College Board of Trustees grant approval for the proposed revisions to Board Policy 07.36 - *Accessibility of College Programs and Facilities and Services for Individuals with Disabilities*. The Digital Accessibility Task Force has made a request to incorporate a more comprehensive accessibility commitment statement into this policy.

The proposed statement serves to reinforce Board Policy 7.36 and to facilitate the support of future initiatives necessary to address the expanding obligations of accessibility services and compliance. Furthermore, the task force recommends the inclusion of specific language in Board Policy 07.36 to raise awareness of the concept of "*digital accessibility*" and to differentiate it from physical accessibility.

I submitted proposed changes for first reading in March 2023 and since that time I have received no feedback for additional changes or revisions. Thus, I respectfully request that the Board approve proposed changes as presented during the regular meeting scheduled for April 2023.

07.36

## Accessibility of College Programs and Facilities and Services for Individuals with Disabilities

Lake Land College is committed to providing an accessible, inclusive and equitable experience designed for all students, staff, faculty and community members to thrive within the physical and digital campus. This commitment is designed to eliminate barriers, regardless of ability or technology and to cultivate an environment that fosters success and a sense of belonging for the Lake Land College community.

It is the policy of the College to provide an digitally and physically accessible campus. ~~both in terms of the physical plant and programs.~~ The College will comply with all regulations set forth in Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Illinois Accessibility Code of 1988, and their amendments.

Lake Land College employs an Counselor for Student Accommodations & Mental Health Initiatives ~~Academic Counselor/Coordinator of Student Accommodations~~ who is responsible for coordinating support services and accommodations for students with disabilities; assisting students, staff, and the public with concerns regarding compliance and accessibility; working with the Director of Physical Plant to review physical accessibility to the campus; advising the Director of Human Resources about services for staff with a disability; and advising College departments regarding accommodations for visitors who wish to access the College's programs and services. Individuals who wish assistance from College offices must meet the specific conditions established by law for accommodation.

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Adopted November 9, 1998  
Revised December 8, 2003  
Revised June 9, 2014  
Review December 11, 2017  
Revised March 13, 2023

# LAKE LAND COLLEGE

# MEMO

**TO:** Dr. Jonathan Bullock, President  
**FROM:** Greg Nuxoll, Vice President for Business Services  
**CC:**  
**DATE:** March 16, 2023  
**RE:** Surplus Equipment

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Below is a list of items that have become surplus. They are obsolete and have little value to the college:

4 – Pedicure Chairs

12 – Sets of Lockers – Various Shapes

As with past surplus items, we will seek the best financial route to follow in disposing of these items. Those routes could include sales to individuals, auction house consignment, and/or wholesale purchasers.

I recommend declaring these items as surplus materials and seek authorization to dispose of these items in a manner most beneficial to the college.

# LAKE LAND COLLEGE

## MEMO

**TO:** Board of Trustees

**FROM:** Dr. Josh Bullock, President

**DATE:** April 4, 2023

**RE:** Membership Renewal with Educational Advisory Board – Community College Executive Forum

---

The Educational Advisory Board (EAB) is a best practices firm serving K-12, community colleges and universities across the country. Their work may be described as finding the best new ideas and proven practices and assisting member institutions in customizing and implementing them into their critical functions. The Community College Executive Forum (CCEF) is EAB's program dedicated to supporting community college leaders through expertise in four overall key areas: enrollment and outreach, student success, workforce development and administrative excellence.

As a member institution with EAB since 2017, EAB has worked with us in a variety of ways including facilitating on-campus strategy sessions, a dedicated advisor for ongoing service and support, best practice library, implementation tools and templates, strategy reports, informative newsletters, and on-demand webcasts available for all staff. Most notably, the College has been collaborating with EAB to implement EAB Navigate, a student-facing, student success retention tool. Please note that our EAB membership has helped lower our cost for the EAB Navigate software tool.

As we continue investing time and resources into carrying out the College's strategic plan, we believe it is important to continue our partnership with EAB to help us further implement Guided Pathways for Success and our strategic enrollment management plan.

Following is the Letter of Agreement and Program Order Form for this three-year membership renewal. As noted, the membership commitment is for a three-year period commencing December 12, 2023 and ending December 11, 2026, with a total cost of \$29,063 each year over that period. We would like to request approval from the Board of Trustees at their April 10, 2023 regular meeting to approve this membership renewal.

I am happy to provide or seek additional information to answer any questions that you or the Board may have. Thank you.



EAB Global, Inc.  
2445 M Street NW  
Washington, DC 20037

## Program Order Form

Organization: Lake Land College  
Attn: Josh Bullock  
5001 Lake Land Blvd  
Mattoon, IL 61938

Date: 2/27/2023

### Program and Program Fees:

Organization will have access to the Program services set forth below (the “Services”), which are as described in greater detail in each applicable Program Scope available here:

**Research** - <https://scopes.eab.com/research>

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program(s) Term: December 12, 2023 - December 11, 2024	Quantity	Fees
<b>Strategic Advisory Services for Community Colleges</b>		\$ 27,563.00
Administrative & Travel Fee		\$ 1,500.00
<b>Total</b>		<b>\$ 29,063.00</b>

Program(s) Term: December 12, 2024 - December 11, 2025	Quantity	Fees
<b>Strategic Advisory Services for Community Colleges</b>		\$ 27,563.00
Administrative & Travel Fee		\$ 1,500.00
<b>Total</b>		<b>\$ 29,063.00</b>

Program(s) Term: December 12, 2025 - December 11, 2026	Quantity	Fees
<b>Strategic Advisory Services for Community Colleges</b>		\$ 27,563.00
Administrative & Travel Fee		\$ 1,500.00
<b>Total</b>		<b>\$ 29,063.00</b>

The fees offered in this Program Order Form are based on the Program(s) above and any other existing Programs you may have purchased from us. In the event you terminate or discontinue any Program, including any Program in this Program Order Form, prior to the expiration of its Program Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a “Year”).

This Program Order Form is made pursuant to the Master Agreement dated as of 7/20/2020, which along with the applicable scopes of services for the Program, that are incorporated herein by reference, form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the “Agreement”).



**Invoicing:**

Services will commence at the designated Start Date of the Program Term. EAB will invoice Organization in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with The Program Fees on the initial invoice of each Year of this agreement as outlined below.


All Program Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, All Program Fees will be billed and due on or before the start of each Year.

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Program(s) above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to Pearl Polito [ppolito@eab.com](mailto:ppolito@eab.com) to initiate your participation in the Program(s) **no later than 4/30/2023**(after which fees and terms set forth above are subject to change).

**EAB Global, Inc.:**

**Lake Land College:**

Signature:   
Name: Alyssa Franklin  
Title: Executive Director  
Date: 2/27/2023

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPTIONAL FOR BILLING PURPOSES ONLY**

Invoices should be sent by EAB to this Email Address: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

Billing Contact Phone: \_\_\_\_\_

Purchase Order No. (if applicable): \_\_\_\_\_





# Memo

To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: April 3, 2023

Re: Approval of Bid for Locker Room Renovations

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The College recently worked with the campus architect, Bailey Edward, to solicit bids for adding two women's locker rooms in the Field House and renovating the men's locker room. This project will allow for designated locker rooms for the women's basketball and volleyball teams.

For the bidding process, we advertised in major daily in-district newspapers and on the College's Facilities website, and mailed the specifications to area contractors. A total of two bids were received. Below is a listing of the bids that were received:

<u>Name</u>	<u>Total Bid</u>
Schomburg & Schomburg Construction, Inc. Danville, Illinois	\$776,027
Grunloh Construction, Inc. Effingham, Illinois	\$817,000

The College bonded \$750,000 for the Field House locker room project. With the bids exceeding the bonded amount, the College will use existing fund balance to fund the amount of the project in excess of the bond proceeds.

Based on the bids received, it is my recommendation that we award this bid to Schomburg & Schomburg Construction, Inc. of Danville, Illinois for the locker room construction and renovation project.

Please do not hesitate to contact me if you have any questions or need any further clarification.

# LAKE LAND COLLEGE

# MEMO

TO: Greg Nuxoll  
FROM: Jeff Branson  
CC: Jean Anne Highland/Madge Shoot  
DATE: March 27, 2023  
RE: Squad car replacement

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The Police department would like to request the purchase of a 2023 Ford Police Interceptor Utility AWD. It has been a part of the Campus Police Department's master plan to acquire newer vehicles every three to four years to ensure our fleet is in adequate condition to respond to College needs and we do not have an entire fleet of aged vehicles that could all potentially break down at the same time.

I request that we purchase the new squad utility vehicle from Morrow Brothers Ford in Greenfield Illinois, who has been awarded the state bid for 2023. By purchasing from Morrow Brothers, we will not be required to bid the vehicle per Board Policy 10.22 (4.K.).

The total quote from Morrow Brothers is \$51,185, which includes a base price for the utility vehicle of \$39,785 and additional costs to equip the vehicle for police use.

I would like to recommend the trustees approve the purchase of the new 2023 Ford Police interceptor utility AWD and related equipment.

Thank you!

Jeff Branson

Chief of Police



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 15, 2023

Ordering Agency: Lake Land College PD Purchase Order: \_\_\_\_\_

Contact Person: Jeff Branson Exterior Color: White

Phone Number: [REDACTED] Quantity: 1

**1-New 2023 Ford Police Interceptor Utility AWD**

- ✓ Cloth Front/Vinyl Rear Seats
- ✓ 51R Driver's Side LED Spotlight
- ✓ 18D Rear Hatch Timer Delete
- ✓ 549 Power Heated Mirrors
- ✓ 43D Dark Mode Interior
- ✓ 47A Factory Ignition Override
- ✓ 60A Grill/Lamp/Speaker Wiring
- ✓ All other standard equipment

**Illinois Government Price \$39,785.00\***

Circle the below option(s) if desired.

Hybrid Engine	No ETA	100-Watt Siren Speaker	Add \$230.00
Remote Keyless	Add \$360.00	M, MP, Sheriff License/Title	Add \$225.00
Rear L/W/H D.C.	Add \$85.00	Delivery in Illinois	Add \$375.00

Complete Ready for the Road Upfitting available. Vehicle Equipment is in Stock.

A limited quantity of units have an ETA\* of mid-March at the time of this quote. Units are available, first come first serve. Additional options can be added as required. Let me know if you have any questions.

Thank you,

[REDACTED]

Richie Morrow Wellenkamp  
Government Sales Manager  
Morrow Brothers Ford, Inc.

Customer Acceptance: [REDACTED]

Date of Acceptance: 03/14/23 \*

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

\* PENDING BOARD APPROVAL ON 4/10/23  
CAN

## 2023 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

The following items are std. 2023MY POLICE INTERCEPTOR UTILITY vehicle:

### MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks
- Note:** Includes Class III Trailer Tow Lighting Package
- Column Shifter
- 250-Amp Alternator
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 FFV Gasoline Engine
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 21-gallons
- H7 Battery (730 CCA/80-amp)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

### EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster
- Note:** Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2<sup>nd</sup> Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note:** Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
  - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
  - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
  - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
  - Note:** Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

### INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
  - Power
  - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
  - Overhead Console
  - Red/White Task Lighting in Overhead Console
  - 3<sup>rd</sup> row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels

### INTERIOR/COMFORT (continued)

- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
  - 1<sup>st</sup> Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
  - 1<sup>st</sup> Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1<sup>st</sup> Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2<sup>nd</sup> Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

### SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
- Note:** Rearview Camera viewable in rearview mirror (available) – order 87R (no-charge option)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1<sup>st</sup> Row
- SOS Post-Crash Alert System™

### FUNCTIONAL

- Audio
  - AM/FM / MP3 Capable / Clock / 4-speakers
  - Bluetooth® interface — Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
  - USB Port — (1)
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery power circuits – power distribution junction block (behind 2<sup>nd</sup> row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

## POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

WARNING EQUIPMENT AND PACKAGES	CHARGE	SELECTION
<b>Basic Patrol Package</b> <ul style="list-style-type: none"> <li>● Whelen Liberty II 48" LED Light Bar</li> <li>● Integrated Alley Lights, Take downs with Flash</li> <li>● Integrated Traffic Advisor</li> <li>● Full Feature Siren w/ Light Controls, PA (Whelen)</li> <li>● 100 Watt Siren Speak (Whelen)</li> <li>● 4 Corner LED Warning (Whelen)</li> <li>● Custom Equipment Console w/Arm-Rest</li> <li>● 12 Volt and USB Power-Points, Cupholders</li> <li>● Light Bar Mounting Kit</li> <li>● Installation of One Customer Supplied 2-Way Radio and Antenna</li> <li>● All Parts, Labor, and Professional Installation</li> </ul>	Add \$5,980.00	<input checked="" type="checkbox"/>
Upgrade Light Bar to Whelen Legacy Model	Add \$1,970.00	<input type="checkbox"/>
Slick Top Package	Add \$5,980.00	<input type="checkbox"/>
● Interior LED's in lieu of exterior Light Bar; Includes Whelen FST Trio & RST Trio	Add \$280.00	<input checked="" type="checkbox"/>
Two Whelen Micron LED Grill Lights (standard with Slick Top Package)	Add \$490.00	<input type="checkbox"/>
180 Degree Under Mirror LED Side Warning	Add \$1,980.00	<input type="checkbox"/>
Whelen Tracer Lower Side Warning	Add \$930.00	<input checked="" type="checkbox"/>
Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess	Add \$160.00	<input type="checkbox"/>
Supply & Install LED Light in Prisoner Area	Add \$290.00	<input checked="" type="checkbox"/>
Rear Window Armor, 2nd Row	Add \$830.00	<input checked="" type="checkbox"/>
Dual Weapons Rack w/Timer; AR/870 Setina or Pro Gard	Add \$1,180.00	<input type="checkbox"/>
Setina PB450L Push Bumper with 4 LED Warning Lights	Add \$1,780.00	<input checked="" type="checkbox"/>
Rear Prisoner Seat w/ Cargo Barrier. Replaces Rear Seat w/Prisoner Transport Seat	Add <del>\$690.00</del>	<input checked="" type="checkbox"/> No
Rear Cargo Barrier Only. Factory Rear Vinyl Seat Remains in Place	Add \$490.00	<input checked="" type="checkbox"/> /
Swing-Arm for Customer Supplied Docking Station (includes new charge guard)	Add \$90.00each	<input type="checkbox"/>
Install Additional Radio	Add \$490.00	<input type="checkbox"/>
Install Video* Camera System	Add \$90.00	<input type="checkbox"/>
Install Radar* System	Add \$2,360.00	<input type="checkbox"/>
Locking Dual-Drawer Rear Cargo Storage Cabinet	Add \$990.00	<input type="checkbox"/> -
Whelen Rear Pillar LED Warning		

\*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

Above prices include all parts, mounting brackets, freight and professional installation.

\*Kenwood NX5700 Radio

# LAKE LAND COLLEGE

# MEMO

**TO:** Dr. Jonathan Bullock, President

**FROM:** Greg Nuxoll, Vice President for Business Services

**CC:**

**DATE:** April 3, 2023

**RE:** Neal Hall Furniture

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As we have discussed in previous board meetings, the College will be renovating Neal Hall this coming summer via Capital Development Board (CDB) Project No. 810-058-032. While the majority of the project will focus on the mechanical/HVAC related systems, the College will be renovating the interior with new carpet, new ceiling tiles and new furniture.

The furniture upgrades along with the building renovation will demonstrate our commitment to give our faculty, staff and students a first class education experience on our campus.

The College is partnering with Widmer Interiors to supply the near majority of the furniture. Kimberly Wellbaum, Facilities Coordinator to Physical Plant Operations, is leading the College's effort in working with Widmer Interiors and ordering the furniture. As this time, we estimate the cost of furniture to amount to be approximately \$375,000.

The College would like so seek approval to order furniture from Widmer Interiors at a total gross cost not to exceed \$400,000. The College is using Omni contract pricing associated with state bidding which alleviates the need to seek bids on the above-related equipment from Widmer Interiors.

It is my recommendation that we move forward with the purchase and installation of new furniture from Widmer Interiors.

Please do not hesitate to contact me if you have any questions or need any further clarification.



# LAKE LAND COLLEGE

# MEMO

**TO:** Jean Anne Highland, Chief of Staff  
**FROM:** Beth Craig, Grants Writer and Coordinator  
**CC:** Lynn Breer, Director of Institutional Research and Reporting  
**RE:** Acceptance of ICCB DERA grant  
**Date:** April 6, 2023

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Lake Land College has received a one-year Developmental Education Reform Act grant (DERA) for **\$99,997.00** from the Illinois Community College Board (ICCB). The purpose of this grant is to provide funding to assist and support colleges in scaling equitable, evidence-based models of developmental education reform, and to address specific implementation challenges focused on multiple measures placement. DERA, as part of the Illinois Public Act 101-0654 was signed into law in March 2021.

This grant funding will be used to complete a historical-to-current assessment of the placement data before multiple measures was implemented, during the initial implementation, and after the College implemented co-requisite courses. To assist in data assessment, the College will contract the Charles A. Dana Center or Community College Research Center to guide the process. A final phase of the project will be to host a neighboring community college summit where the colleges come together to share their strategies related to developmental education and how they work with students at the lower end of math, English and reading skills to best prepare them for success.

I respectfully request that the Board of Trustees accept this grant award.

<b>STATE OF ILLINOIS</b>	
<b>Organization Name: Lake Land College</b>	<b>UEI#: CXUHVLV7VZN7</b>

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants must complete column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read**

### SECTION A -- STATE OF ILLINOIS FUNDS

Revenues	Year 1	Year 2
(a). State of Illinois Grant Amount Requested	\$ 99,997.00	\$ -

### BUDGET SUMMARY STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	Year 1	Year 2
1. Personnel (Salaries & Wages) <span style="float: right;">200.430</span>	\$ 15,600	\$ -
2. Fringe Benefits <span style="float: right;">200.431</span>	\$ 2,184	\$ -
3. Travel <span style="float: right;">200.474</span>	\$ -	\$ -
4. Equipment <span style="float: right;">200.439</span>	\$ -	\$ -
5. Supplies <span style="float: right;">200.94</span>	\$ -	\$ -
6. Contractual Services (200.318) & Subawards (200.92)	\$ -	\$ -
7. Consultant (Professional Services) <span style="float: right;">200.459</span>	\$ -	\$ -
8. Construction	\$ -	\$ -
9. Occupancy (Rent & Utilities) <span style="float: right;">200.465</span>	\$ -	\$ -
10. Research & Development (R&D) <span style="float: right;">200.87</span>	\$ -	\$ -
11. Telecommunications	\$ -	\$ -
12. Training & Education <span style="float: right;">200.472</span>	\$ 69,170	\$ -
13. Direct Administrative costs <span style="float: right;">200.413</span>	\$ -	\$ -
14. Miscellaneous Costs	\$ -	\$ -
15. A. <u>Grant Exclusive Line Item(s)</u>	\$ -	\$ -
B. <u>Grant Exclusive Line Item(s)</u>	\$ -	\$ -
16. Total Direct Costs (lines 1-15) <span style="float: right;">200.413</span>	\$ 86,954	\$ -
17. Indirect Costs* (see below) <span style="float: right;">200.414</span>	\$ 13,043	\$ -
Rate: _____ % Base: _____		
<b>18. Total Costs State Grant Funds (lines 16 and 17)</b>	<b>\$ 99,997</b>	<b>\$ -</b>

**LAKE LAND COLLEGE  
BOARD OF TRUSTEES  
HUMAN RESOURCES REPORT  
April 10, 2023**

**The following employees are recommended for FMLA leave. Board policy 05.04.12.**

Klauser, Ryan	4/3/23-5/5/23
Ryan, Lori	4/1/23-5/5/23
Shoot, James	2/27/23-4/29/23

**The following positions have been recommended by the Lake Land College President's Cabinet**

Technical Training Coordinator	Level 14
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**Additional Appointments**

**The following employees are recommended for additional appointments**

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Lynch, Annette	Admissions and Records Commencement Asst Primary Position Perkins Student Worker	5/12/23
Songo, Divine	International Studies Program Assistant Primary Position Library Assistant	3/13/23
Theriault, Emma	Admissions and Records Commencement Asst Primary Position Perkins Student Worker	5/12/23
Vonderheide, Anthony	Admissions and Records Commencement Asst Primary Position College Work Study	5/12/23

**End Additional Appointments**

**The following employees are ending their additional appointment**

	<b>Position</b>	<b>Effective Date</b>
<b>Part-time</b>		
Czyzewski, Kennedy	College Work Study - TRIO SSS Primary Position TRIO DC Student Specialist	2/3/23
Fatheree, Dustyn	Adult Education Instructor Primary Position Student Life Specialist	2/19/23
Jenkins, Elyse	College Work Study - Student Life Primary Position Newspaper Ed Student New	2/6/23

**New Hire-Employees**

**The following employees are recommended for hire**

	<b>Position</b>	<b>Effective Date</b>
<b>Full-time</b>		
Higginbotham, Taneya	Coor of Diversity,Equity,Inclusion, & Belonging	5/15/23
McDowell, Grace	Police Officer	4/11/23

**Part-time**

Carter, Natashaia	Fitness Center Specialist	3/31/23
Castro de Jesus, Gabryela	International Studies Program Assistant	3/27/23
Dasenbrock, Charity	Counseling Services Specialist	4/3/23
Peer, Kyler	Newspaper Editor - Student Newspaper	4/4/23
Robinson, Canyon	Fitness Center Specialist	3/21/23
Rubin, Sidney	Tutor - Student Learning Assistance Center	3/20/23
Wright, Vanessa	Dual Credit Coordinator	3/16/23

**Part-time Grant Funded**

Beech, Makayla	Student Path Recipient	1/9/23
Compton, Debra	Pathways Classroom Assistant	4/11/23

**Unpaid**

Nading, Danielle	Ag Volunteer	3/22/23
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**Terminations/Resignations**

The following employees are terminating employment

	Position	Effective Date
<b>Full-time</b>		
Cavanagh, Mason	Associate Dean of Correctional Programs	3/31/23
Collins, Amanda	Correctional Office Assistant	3/28/23
Cox-Lercher, Jolie	Correctional Office Assistant	3/10/23
Dodson, Evan	Police Officer	3/31/23
Monti, Francesca	Correctional Office Assistant	4/10/23
Tabbert, Will	Kluthe Custodian	3/17/23

**Part-time**

Bray, Cassandra	BNA Clinical Instructor Adult Education	1/4/23
Dennis, Tracy	Adjunct Faculty Social Science Division	12/11/20
Kanouse, Douglas	Adult Education Instructor	11/1/22
Probst, Christina	Allied Health BNA Clinical Instructor (hourly)	6/24/21
Reed, Kaleb	Perkins Student Worker - Humanities	5/12/22
Sharp, Kennedy	Counseling Services Specialist	3/1/23
Thomas, Joseph	Perkins Student Worker - Humanities	5/13/22
Thomas, Justin	Adjunct Faculty Social Science Division	12/10/21
Towles, Lily	College Work Study - Library	3/1/23
Warman, Kristy	Adjunct Faculty Allied Health Division	5/9/22

**Transfers/Promotions**

The following employee is recommended for a change in position

	Position	Effective Date
<b>Full-time</b>		
Hawk, Laura	Early Childhood Education Coach/Mentor	4/17/23
	Transferring from Early Education Mentor/Coach	